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Previous references.

1877

191

(Bangalore)

File No.

Serial Nos.

Later references.

GENERAL AND REVENUE SECRETARIAT.

Serial Nos.

Part B for

SUBJECT.

Enclosure to Sl 14 re report on the inspection and investigation of the accounts of the Bangalore Bank Limited.

W D 88—GPB—50,000—24-7-16

Confidential.
For Shareholders.

PROCEEDINGS

OF

MEETINGS OF ENQUIRY,

HELD AT THE

BANGALORE BANK,

BY THE

DIRECTORS & APPOINTED MEMBERS.

1877.

BANGALORE:

PRINTED AT THE CAXTON PRESS,
10, SOUTH PARADE,

1877.

MEMO.

You are informed that a pamphlet, containing the IRECTORS REPORT, Mr. B. RAMALINGUM'S REPORT, GENTS REJOINDER, the AGENT'S REPORT, and the UDITORS REPORT, was completed and furnished to the gent in May last for circulation among all the shareholders. you have not received a copy of this pamphlet, you are equested to apply to the Agent for the same.

No. 1.

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank Limited held at the Bank Premises on Saturday, the 3rd March 1877.

PRESENT.

MESSRS. F. N. ABRAHAM.
MAJOR GENL. C. W. TAYLOR.
T. T. LEONARD.
J. ROYLE.
R. B. V. GOVINDOO CHETTY.
R. B. A. NARRAINSAWMY MOODR.
B. RAMALINGUM.
M. VENCATACHELLA CHETTY.

Resolved that the Meetings of the Committee be held every Monday, Wednesday, and Friday at 7 A. M.

Resolved, that the Head Accountant, an Assistant Clerk, and Cash Keeper attend Meetings. G. Vencataray-loo Chetty, with his son, to produce all Books that may be required.

Meeting on Monday morning at 7 A.M.

(Signed) F. N. ABRAHAM.

No. 2.

5th *March*, 1877.

PRESENT.

F. N. ABRAHAM.
MAJOR GENL. C. W. TAYLOR.
T. T. LEONARD,
B. RAMALINGUM.
R. B. A. NARRAINSAWMY MOODR.
R. B. V. GOVINDOO CHETTY.
M. VENCATACHELLUM CHETTY.

Note for Rupees 150 endorsed by Hussain Khan, fell due on the 18th December 1873, not paid yet, put in Court 5th June 1875. Drawers Syed Abdool Cawder Decreed 21st June 1875, present liabilities Rupees 3,925—viz.

Drawers.	*Endorser*	
Syed Abdool Cawder	and Hussain Khan	Rs. 150 (Court.)
Hussain Khan	and Lall Khan	„ 400 (Court.)
Lall Khan	and Hussain Khan	„ 200 (over due.)
Oommer Khan	and Hussain Khan	„ 800 (over due.)
Musoor	and Hussain Khan	„ 275 (over due.)
Mahamed Ameer	and Hussain Khan	„ 700 (over due.)
Yacoob Khan	and Hussain Khan	„ 600 (over due.)
		Rs. 3,425*
Jehanghir Khan	and Hussain Khan	„ 500

* Renewed at 9 °/₀ instead of 13 °/₀ „ 3,925

The Agent will furnish statement of accounts showing the liabilities of following parties.

Oommur Khan, Yacoob Khan.
Hussain Khan, Syed Abdool Cawder.
Lal Khan, Jehanger Khan.
W. Mason, Mohamed Ameer.

Shewing the details of Pro-notes, how often renewed' rate of current and over due interest charged as per statement attached, also the slips showing these accounts.

Agents and Auditors reports for 1875 to be placed on the table on Wednesday.

(Signed) F. N. ABRAHAM.

No. 3.

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank (Limited,) held at the Bank Premises on Wednesday, the 7th March 1877.

PRESENT.

MESSRS. F. N. ABRAHAM.
MAJOR GENL. C. W. TAYLOR.
T. T. LEONARD.
R. B. V. GOVINDOO CHETTY.
M. VENCATACHELLUM CHETTY.
R. B. A. NARRAINSAWMY MOODR.
V. ARANACHELLUM MOODR.
B. RAMALINGUM.

The Committee having inspected the Pro-Notes, and the manner they have been renewed, resolve that for the future, all Pro-Notes due or over due should be renewed on 20 per cent being paid against principal and the interest due in Cash, at the over due rate, but in no instance for the full amount. No new Bills discounted to those parties who have over due Notes, in the case of all over due Notes, before any final steps are taken, the instructions of the Directors are to be obtained and their resolution carried out, after this stage of the Proceedings the Directors are not to interfere on any account.

Statement of Mr. Arnachellum and Messrs. Abraham and Co, and all other Directors' Pro-Notes to be prepared.

Received application for a copy * (A) of Agent's reply to No. 2 Director's Report.

(Signed) F. N. ABRAHAM.

No. 4.

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank (Limited), held at the Bank Premises on Friday, the 9th March 1877.

PRESENT.

MESSRS. F. N. ABRAHAM,
MAJOR GENL. C. TAYLOR.
T. T. LEONARD.
B. RAMALINGUM.
R. B. V. GOVINDOO CHETTY.
R. B. NARRAINSAWMY MOODR.
M. VENCATACHELLUM CHETTY.

The instance of Syed Abdoolah as quoted in No. 2 Director's Report was read:—

I. Resolved that a statement of Syed Abdoolah's transactions with the Bank be prepared and submitted to this Meeting for inspection, a column of remarks to be added by the Agent, showing on whose authority Syed Abdoolah's Notes were discounted, as well as the Notes of Syed Abdoolah's endorsers and acceptors.

* Vide Appendix

II. Resolved that as the enquiries and investigations in re the present and future Meetings, are very much delayed by the non-attendance of the Cashkeeper that the Agent be desired to inform this subordinate that he must attend all Meetings without fail.

With reference to the Rs. 1,500 due by Syed Abdoolah and referred to in No. 2 Director's Report as having been barred by limitation, and subsequently the principal paid by the Bank Cashkeeper's son, it has been ascertained that this allegation is correct. The Cashkeeper's son liquidated the Bills overdue by Syed Abdoolah but did not pay, any overdue Interest. The Proceedings of the Bank Directors, dated 28th October 1876, record the query as to whether the Interest has been paid by the party who paid the principal, but this has not been answered. Two resolutions at subsequent Meetings of the Bank Directors record that the Cashkeeper should pay this over due interest. These Meetings were held in February 1877. In this transaction it would appear that a sum of Rs. 800 or thereabouts, due on over due interest, has been lost to the Bank; the Directors know nothing whatever of the remission of this interest.

III. Resolved that the further enquiry into Syed Abdoolah's transactions with the Bank be deferred till the Cashkeeper is present.

IV. Resolved that the application for the Copy of the Agent's reply to No. 2 Director's Report sent in by Messrs. B. Ramalingum, Rai Bahadoor Govindoo Chetty, and M. Vencatachella Chetty, shall be complied with when this Committee decide upon enquiry into the Agent's reply.

(Signed) T. T. LEONARD.

(") A. NARRAINSAWMY MOODR.

No. 5.

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank (Limited), held at the Bank Premises, on Friday the 12th March 1877.

PRESENT.

MESSRS F. N. ABRAHAM.
MAJOR GENL. C. W. TAYLOR
R. B. V. GOVINDOO CHETTY,
B. RAMALINGUM
V. ARNACHELLUM MOODR.
M. VENCATACHELLUM CHETTY.
R. B. A. NARRIANSAWMY MOODR.
T. T. LEONARD.

The Cashkeeper examined, states that Syed Abdoolah, and Syed Abdoolah Cloth Merchant are two distinct and separate parties.

States that the Abdool Rymon endorser of 2 Notes for Rupees 500 each in July and August 1872, and the Abdool Rymon who was the drawer of a Note for Rs. 1,000 in December 1875, are two distinct parties.

States that Abdool Mazeed Khan the co-drawer with Syed Abdool for Note for Rs. 1,000 in January 1875, and Abdool Mazeed Khan endorser for Syed Abdool and Ramasawmy Chetty, is the same man.

Syed Abdoola was Bailiff of the Small Cause Court, he is not in Bangalore Cash. Keeper paid the money in the Bank viz. Rs. 1,500 which was over due on 8 Notes.

The other Syed Abdoola is a Cloth Merchant he does no business now.

Resolved that as the statement of account in re-Syed Abdoola has not been correctly and fully prepared, that the statement be made ready for the meeting on Friday next. This statement should show Vencatakistna Naidoo's liability and Ramasawmy Chetty's, who are mixed up as drawers or endorsers in the Pro-Note account of Syed Abdoola.

(Signed) T. T. LEONARD
(„) A. NARRAINSAWMY MOODR.

No. 6.

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank Limited, held at the Bank Premises on Monday, the 19th March 1877.

PRESENT.

MESSRS. F. N. ABRAHAM.
J. ROYLE.
MAJOR GENL. C. W. TAYLOR.
B. RAMALINGUM.
R. B. V. GOVINDOO CHETTY.
M. VENCATACHELLUM CHETTY.
R. B. A. NARRAINSAWMY MOODR
T. T. LEONARD.

On enquiry as to what has become of the three over due notes which the cash keeper stated that he had paid the Bank on account of Syed Abdoolah (vide proceedings dated 12th Mar. 1877) the Cash keeper states that 2 Pro notes are in the possession of Ramasawmy Chetty and Vencutakristna Naidoo. Cash keeper states now that he got the money from Ramasawmy Chetty and the other two. One Pro note is with Mazeed Khan. The three parties paid the principal of 500 Rupees each into the Bank on the same date as shewn by the books.

Resolved that the Agent be asked to explain why in the case of the 3 notes of Syed Abdoolah for Rs. 500 each, which were long over due and subsequently paid up by, or through the Cash keeper's son, the over due interest amounting to about 7 or 800 Rupees, was remitted. Further that while the Drawers and Endorsers and acceptors of the above three Pro notes were defaulters in the Bank, they were allowed to discount further Bills for large amounts.

Mr. Ramalingum states that the name of the Bailiff of the Small Cause Court is *Shaik Abdoolah*, and not *Syed Abdoolah*. The Syed Abdoolah, Cloth Merchant, and the Syed Abdoolah for whom there are two separate headings in the Ledger are *one* and the *same person*. Syed Abdoolah is a tradesman and has a small shop to sell cloth.

Ramasawmy Chetty is sent for, and, being present states that he was the joint endorser of a note for Rupees 500 in August 1872 with Abdoolah, does not know whether it is *Syed* Abdoolah or *Shaik* Abdoolah ? Only remembers that it was Abdoolah. This Abdoolah is a cloth merchant in the Old Market. He does not remember receiving any Notice to pay this amount. Does not know what has become of the note. He endorsed it, that's all. Never discounted it, never renewed, or paid it, never spoke to Abdoolah about it, nor was he consulted again with reference to it. He has not got the Pro note which he endorsed for Abdoolah. Knows Shaik Abdoolah of the Small Cause Court, he was a Bailiff. Does not know where he is now, is certain that he did not endorse the note for *Shaik* Abdoolah. Never paid the sum of Rupees 500 on account of this note to the Cash-keeper or his son. Is on friendly terms with the Cash keeper's son.

(Signed) T. T. LEONARD.
A. NARRAINSAWMY MOODR.

No. 7.

Proceeding of a Meeting of the Directors and Appointed Members of the Bangalore Bank (Limited,) held at the Bank Premises on Wednesday, the 21st March 1877.

PRESENT.

MESSRS F. N. ABRAHAM.
J. ROYLE.
MAJOR GENL. C. W. TAYLOR.
R. B. V. GOVINDOO CHETTY.
B. RAMALINGUM.
V. ARNACHELLUM MOODR.
M. VENCATACHELLUM CHETTY.
R. B. A. NARRIANSAWMY MOODR.
T. T LEONARD.

Letter from Vencatarayloo Chetty, Cashkeeper, (B*) stating that owing to his family health, he is unable to attend the meetings

* VideAppendix.

Resolved that the Agent be asked to state whether the Cashkeeper Vencatrâyloo Chetty has empowered his son by any deed or document to carry on duties in the Bank, on his responsibility.

Read Agent's explanation with reference to Syed Abdoolahs three Pro- Notes and non-payment of interest Recorded. (C*)

Mr. F. N. Abraham makes application to recall Ramasawmy Chetty who was examined on Monday last in regard to Syed Abdoolahs Pro-Notes with a view to re-examination on the point of Syed Abdoolahs identity. Mr. B. Ramalingum, Vencatachella Chetty, and Rai Bahadoor Govindoo Chetty make no objection. The appointed members decline to accede to the request as unnecessary. Resolved that the Agent be asked to forward the attached letter ‡ to Mr. W. Jennings, Small Cause Court, the reply to be placed on the table at next meeting.

The statement in No. 2 Directors report with reference to suits being instituted against two people in jail at Tanjore and Trichinoply turns out to be correct, Judgments have been obtained and their houses attached.

The statement in No. 2 Directors report with reference to the sum of Rs. 25,000 to Messrs. Barton is correct. The members of the Directors sanctioning the same have been read. The rules of the Bank bearing on this, have been read. Our remarks on this will be contained in the report to be made to the shareholders.

The appointed Members would suggest with a view to the interests of the Bank, that no Pro note, should be put into Court, without at first placing the same before the Board of Directors for their consideration and sanction.

(Signed) T. T. LEONARD,
A NARRIANSAWMY MOODR.

Vide Appendix

‡ NOTE.—This letter asked Mr. Jennings for the name of the Bailiff of the S. C. C. to whom reference has been made in these proceedings.

No. 8.

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank (Limited), held at the Bank Premises on Friday, the 23rd March 1877.

PRESENT.

MESSRS. F. N. ABRAHAM.
J. ROYLE.
MAJOR GENL. C. W. TAYLOR.
R. B. V. GOVINDOO CHETTY.
B. RAMALINGUM.
T. T. LEONARD.
M. VENCATACHELLUM CHETTY.
R. B. A. NARRAINSAWMY MOODR.

Read note from Mr. Jenning's stating that Bailiff's name (of the Small Cause Court) about whom information was asked, is *Shaik* Abdoolah.—*Recorded.* (D*)

With reference to Suits No. 5146-5147, in which decrees were obtained in October 4th, 1875, one house belonging to Syed Inact Ally has been attached. Annamally Moodelly states in reply to a question that whatever the Cash keeper told him to do, he did; in Suit No. 5147, one party being in Jail, the other two parties did not appear. Moothooswamy Moodliar was dead. Does not know who Abdool Mazeed Khan is. When he got instructions from the Cash keeper with reference to Suits, it was sometimes in presence, of, and at other in the absence of the Agent. A Goods Warrant was taken out against Syed Inact Ally and Abdool Mazeed Khan, in September 1876. No property found. Abdool Mazeed Khan has no property. Cashkeeper called, states that Syed Inact Ally's house is valued at about 1,000 Rs. Abdool Mazeed Khan has 2 houses which are worth about 1,000 Rs., Syed Inact Ally's house is not mortgaged, a Goods Warrant was taken, but never put in force. Moothooswamy Moodliar left no property. His son and family went to Coorg. Moothooswamy died in Bangalore. Moothooswamy Moodliar was a Cloth Broker at the time he signed the Pro-Note, he was not a paid employee. Knows Abdool Mazeed Khan; he is a partner of Syed

Vide Appendix.

Abdoolah, Cloth Merchant. (I know the man well enough to recommend Mazeed Khan to the Agent. I did recommend this man to the Agent. I have also recommended Hoossain Khan and others to the Agent. I will agree to recover or make good all the monies mentioned in memo marked A, amounting to Rupees 6,275, also the amounts mentioned in memo marked B, amounting to Rupees 5,125, also the amounts mentioned in memo marked C, amounting to Rupees 5,560.* The Cash keeper distinctly states that if one year's time is allowed he will recover the above sums or failing will endeavour to pay the same to the Bank himself.

Resolved that this condition be accepted.

(Signed) G. VENCATACHELLAPUTHY.

The Cash keeper signs the above in the presence of the Meeting.

(Signed) T. T. LEONARD.
( ) A. NARRAINSAWMY MOODR.

No. 9.

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank (Limited), held at the Bank Premises, on Monday, the 26th March 1877.

PRESENT.

MESSRS. F. N. ABRAHAM.
J. ROYLE.
MAJOR GENL. C. W. TAYLOR
B. RAMALINGUM.
R. B. V. GOVINDOO CHETTY.
M. VENCATACHELLUM CHETTY.
R. B. A. NARRAINSAWMY MOODR.
T. T. LEONARD.

At the suggestion of Major General Taylor, who submitted that Mr. F. N. Abraham ought to be permitted an

* Vide Appendix for these Memos marked E.

opportunity of cross questioning Ramaswamy Chetty, who was examined in the Meeting on the 19th Instant, it was directed that Ramaswamy Chetty be sent for.

Resolved that statements of Mr. F. N. Abraham, Mr Arnachellum Moodliar and Mr. E. M. Britain's accounts be prepared and laid on the table for next Meeting. These statements to shew *Bro-Note* account, *Loan* account, and Liabilities.

The entertainment of two good Clerks to assist the Accountant is sanctioned until the completion of the present enquiry.

The attendance of the Bank Duffadar, and Peon Kondappah being necessary, the Agent will be good enough to order them to be in waiting from Wednesday next the 28th Instant.

Ramaswamy Chetty being sent for by Nagalinga Chetty of the Bangalore Bank, sends word that he cannot come.

Cash keeper called; being showed some slips bearing Moothooswamy Moodliar's name, says that he does not know whether they are one and the same man. Mr. A. Narrainswamy Moodliar states that the Moothooswamy Moodliar whom the Cashkeeper and Annamalay state to have died, is still alive. As this appears to be a case for further enquiry, the appointed members suggest that the Bank Directors should consider whether it would not be advisable to have it sifted judicially.

The appointed Members suggest that from this date henceforth, statements should be prepared and laid before the Board of Directors at its weekly Meetings, showing every transaction carried out during the week. Two or more Directors might occasionally, when they think proper, call at the Bank and examine the Cash Chest &c.

Major General Taylor states that he is not anxious to have Ramaswamy Chetty cross-examined.

Nagalinga Chetty states that whatever the Cashkeeper's son instructs him to do with regard to attachments.

Law Suits, &c. he carries out Does not know whether the house attached belongs to Syed Inact Ally, but put the notice on at the order of the Cash keeper's son. The Cash-keeper states that he will be able to state positively on Wednesday next whether Moothooswamy Moodliar is dead or not.

(Signed) T. T. LEONARD.
(„) A. NARRAINSAWMY MOODR.

No. 10.

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank, (Limited), held at the Bank Premises on Wednesday, the 28th March 1877.

PRESENT.

MESSRS. F. N. ABRAHAM,
MAJOR GENL. C. TAYLOR.
R. B. V. GOVINDOO CHETTY.
B. RAMALINGUM.
R. B. NARRAINSAWMY MOODR.
T. T. LEONARD.

Messrs F. N. Abraham, Arnachella Moodiliar, and E. M. Britain's accounts produced.

Mr. Bain interrogated—States that he must have sent Syed Abdulah notices of demand of payment in the usual manner. Does not know the parties personally; subsequent to the Pro-notes being barred by limitation, one note for Rs. 600 was discounted for Ramasawmy Chetty, in August 1876. The Pro-Note for Rs. 1000 of Abdool Mazeed Khan was discounted. Mr. Bain states that the Cash Keeper paid him the Rs. 1,500. The item of Rs. 3,751-11-4, shewn in the Loan Book as given to Mr. E. M. Britain was originally on a Pro-note for Rs. 3,500 endorsed by Abraham and Co., it was converted into a bond for Rs. 3,751, which included principal, plus interest. This loan was granted on the old secu-

rity of 2 houses mortgaged to the Bank valued at about 16,000 Rs. On this security there are 2 further loans of about 9,300 Rs. Mr. Bain states that he does not know who valued the houses.

Mr. Narrainsawmy observes that the accounts of Mr. E. M. Britain being already large, it was not proper to have released Messrs Abraham and Co., from their liability in the matter of Mr. Britain's Pro-note, and transferring it to Mr. Britain's loan account. The two previous loans on the security of the houses being quite as much as ought to have been advanced on the two houses mortgaged.

Mr. E. M. Britain's account stands thus:—

1st Loan	Rs. 5,521	8	0
2nd "	3,750	0	0
3rd "	3,751	11	4
Pro-note liabilities	5,274	12	3

Mr. Britain's Pro-note for Rs. 3,500 was not passed by the Directors. The release of Messrs Abraham and Co's liabilities in re the Pro-note of Mr. E. M. Britain for Rs. 3,500, was not at all judicious.

Mr. Abraham in explanation states that originally the note for Rs. 3,500 was discounted and the proceeds carried to credit of A and Co's Loan Acct. Subsequently I called upon Britain to pay or renew, as I did not wish to have this amount standing against my name, and as I was aware that he was breaking the trust made in his wife's name with a view of paying all his debts, I asked Mr. Bain to open a short Loan Acct. on 2 securities, so that when Mr. Britain was enabled by the breaking up of the trust to pay the Bank, the loan would be wiped off, and settled, and I told Mr, Bain that I would be responsible and see that the amount would be paid to the Bank. Some of the Directors present remark that this transaction was done thro' partiality, it is not the case, it was done partly as a monetary Bank transaction, and if it is a fact that this transaction is viewed in this manner, I can prove that that some of the other Directors have obtained discounts for loans over 1,000 Rs.

Mr. Abraham states that he did not give any written statement to Mr. Bain to the above effect regarding his responsibility. On Mr. Govindoo Chetty remarking that a written bond ought to be given to Mr. Bain by Mr, Abraham, the latter says that he is quite willing to do so.

No. 12.

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank, (Limited,) held at the Bank Premises on Monday, the 9th April 1877.

PRESENT.

MESSRS. F. N. ABRAHAM.
MAJOR GENL. C. W. TAYLOR.
J. ROYLE.
R. B. V. GOVINDOO CHETTY
M. VENCATACHELLA CHETTY.
R. B. A. NARRAINSWAMY MOODR.
T. T. LEONARD

Messrs. Narrainsawmy and Leonard having interviewed Hadjee Oomar Sait, proceed to record that the Sait stated that he had returned the 5,000 Rs. to the Bank in three instalments—that he paid it to a pock-marked man—that he never received any receipt for the different sums—that he never withdrew his Pro-Note when he had paid up the Principal—that he went personally to the Bank and paid the over due interest to the Agent himself, and then received his Pro-Note. This sum of interest was given to him by a cooly who asked him to take it to the Bank, which he did.

(Signed) T. T. LEONARD,
A. NARRAINSAWMY MOODR.

No. 13.

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank, (Limited), held at the Bank Premises on Wednesday, the 11th April 1877.

PRESENT.

MESSRS. F. N. ABRAHAM.
B. RAMALINGUM.
R. B. V. GOVINDOO CHETTY
M. VENGATACHELLA CHETTY.
MAJOR GENL. C. TAYLOR.
R. B. A. NARRAINSWAMY MOODR.
T. T. LEONARD.
V. ARNACHELLUM MOODLIAR.

Resolved, that the Agent take a proper bond from Messrs Abraham and Co., and so binding them to be responsible for the payment of the amount due by Mr. E. M. Britain, which was created on the 30th December 1876.

Mr. Govindoo Chetty remarks that the Agent and the President having carried out other transactions without the knowledge of the other Directors is irregular.

Mr. Abraham remarks that the transaction was an open one, and that he did not use his influence as President of the Bank to have the transaction carried on through.

(Signed) T. T. LEONARD,
A. NARRAINSAWMY MOODR.

No. 11

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank (Limited,) held at the Bank Premises on Friday, the 6th April 1877.

PRESENT.

MESSRS F. N. ABRAHAM,
J. ROYLE.
R. B. V. GOVINDOO CHETTY.
B. RAMALINGUM,
R. B. NARRAINSAWMY MOODR
T. T. LEONARD.
MAJOR GENL. C. W. TAYLOR

Kondappah, Peon, states that he served notices twice on Hadjee Oomar Sait on account of Pro-Note for Rs 15,000

Mr. Bain, called in and examined with reference to Hadjee Oomar Sait's Pro-Note :—States that he makes it a practice to write to parties who have over due Notes, but copies of these are not kept. In the Sait's case he may have written to him calling his attention, but is not certain it was done in the course of an extensive correspondence

(Signed) T. T. LEONARD
(„) A. NARRAINSAWMY MOODR.

No. 12.

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank, (Limited,) held at the Bank Premises on Monday, the 9th April 1877.

PRESENT.

MESSRS. F. N. ABRAHAM.
MAJOR GENL. C. W. TAYLOR.
J. ROYLE.
R. B. V. GOVINDOO CHETTY
M. VENCATACHELLA CHETTY
R. B. A. NARRAINSWAMY MOODR
T. T. LEONARD

Messrs. Narrainsawmy and Leonard having interviewed Hadjee Oomar Sait, proceed to record that the Sait stated that he had returned the 5,000 Rs. to the Bank in three instalments,—that he paid it to a pock-marked man—that he never received any receipt for the different sums—that he never withdrew his Pro-Note when he had paid up the Principal—that he went personally to the Bank and paid the over due interest to the Agent himself, and then received his Pro-Note. This sum of interest was given to him by a cooly who asked him to take it to the Bank, which he did.

(Signed) T. T. LEONARD,
(Signed) A. NARRAINSAWMY MOODR.

No. 13.

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank, (Limited), held at the Bank Premises on Wednesday, the 11th April 1877.

PRESENT.

MESSRS. F. N. ABRAHAM.
B. RAMALINGUM.
R. B. V. GOVINDOO CHETTY
M. VENCATACHELLA CHETTY.
MAJOR GENL. C. TAYLOR.
R. B. A. NARRAINSWAMY MOODR.
T. T. LEONARD.
V. ARNACHELLUM MOODLIAR.

Cash keeper not present. Note received from him excusing his attendance on ground of illness. The Members present do not place any reliance on this statement, and record that owing to the Cash keeper's absence much delay is incurred. Either this subordinate must be present to give answers to the questions that may be put to him, or the enquiries must be discontinued. The Agent will be good enough to inform the Cash keeper of this.

The Shroff having been sent for by a Peon, the latter returns without the Shroff, stating that the Shroff is not at home. The Cash keeper and assistant Shroff must be present at the meeting on Friday next, also all the books bearing upon Hadjee Oomer Sait's transaction of 5,000 Rs.

On the 5th January 1877—page 863 P. N. Ledger, A pro-note for Rs. 1,000 was discounted to one Moonesawmy Naidoo, Contractor, Engineer's office. Who is this man? and when the Note was renewed for Rs, 600, why was this man's name omitted in the transaction. The Agent will be good enough to explain.

A statement of Doorgiah Naidoo's liabilities to the Bank to be prepared—to exhibit all decrees against him, all overdue notes, &c., and Loan account.

The Agent will explain who is *R. Narrain Chetty*, drawer of the Bill 33-35 for Rs. 1,000 due 3rd April 1877.

(Signed) T. T. LEONARD,

(") A. NARRAINSAWMY MOODR.

No. 14.

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank, (Limited), held at the Bank Premises on Friday, the 13th April 1877.

PRESENT.

MESSRS F. N. ABRAHAM.
MAJOR GENL. C. W. TAYLOR.
R. B. V. GOVINDOO CHETTY.
M. VENCATACHELLUM CHETTY.
B. RAMALINGUM.
R. B. NARRAINSAWMY MOODR.
T. T. LEONARD.

2nd Cashkeeper present, states that Moonesawmy Naidoo is a Contractor at Kolar, and lives in Koombar Shoolay. He is now in Kolar doing work. The Pro-note for Rs. 1,000 was liquidated by me. I destroyed the P. N. as it was no further use. The Bill was an accommodation for me (shroff). Of R. Moonesawmy's Notes, (4 total) three of the old ones have not been renewed or liquidated, but the latest one—of which there are many doubts—has been renewed. This evidences that there has been complicity on the part of the Shroff and Cashkeeper. It was resolved to make certain enquiries into this Pro-note, and its withdrawal from the Bank appears to give rise to suspicion.

C. Narrayana Chetty is brother of the shroff. My name is K. Moonesawmy Chetty, Bank shroff. I can't explain why my brother writes C. to his name, and since being K. it is owing to my not understanding English.

Duffadar Moonesawmy Naidoo of the Bank, called States that his is name is *R. Moonesawmy Naidoo*—he says he endorsed a bill for Rs. 1,000 for K. Narrain Chetty—he does not know at what Bank this note was discounted. Ramalingum states that this A. Moonesawmy Naidoo endorsed two notes—one being conjointly with another party. The shroff has liabilities in the Bank to Rs. 3,600. The old P. note due in November ought to have been renewed or liquidated prior to the April P. N. but this not having been done appears to throw some doubt on the latter.

Shroff called and examined about HADJEE OOMAR SAIT I dont know Hadjee Oomar Sait. A. Narrainsawmy asks, whether a receipt for the Rs. 5,000 was given to Hadjee Oomar Sait by the Bank on the 16th December 1876, when this sum was said to have been paid into the Bank—on looking up the Receipt Book No RECEIPT appears to have been granted. This case is completed.

(Signed) T. T. LEONARD.
(„) A. NARRAINSAWMY MOODR

No. 15.

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank, (Limited,) held at the Bank Premises on Monday, the 16th April 1877.

PRESENT.

MESSRS. F. N. ABRAHAM
MAJOR GENL. C. TAYLOR.
R. B. V. GOVINDOO CHETTY
J. ROYLE.
B. RAMALINGUM.
M. VENCATACHELLA CHETTY.
R. B. A. NARRAINSWAMY MOODR
T. T. LEONARD.

Narrainswamy Moodiliar asks how it is that the Directors having resolved to sell a certain house which was mortgaged to the Bank for Rs. 3000, while the house was fully worth, 5,000 Rs.; how it was that Arnachella Moodliar one of the Directors was permitted to purchase the house for Rs. 3080 and odd.

Mr. Abraham explains that the house was not sold to Arnachella Moodliar, but that he took up the house owner's liabilities, and released the mortgage.

Mr. Govindoo Chetty asks what is the amount of Goorooswamy Moodliar's (the house owner) liabilities—

From the books it appears to have been Rs. 3971-5-7. At a meeting of the Directors Mr. Govindoo Chetty, said that when the house would be put up to auction it should be bought for the Bank for Rs. 5000, and the Directors were all agreed to this, eventually this house was made over to Arnachella Moodliar for Rs. 3080 privately—through this transaction the Bank lost Rs. 800 and the transaction took place without the knowledge and consent of the Board of Directors.

CONTRACTOR SOOBANA'S CASE.—This party made an application for a loan of Rs. 5000 on the 10th April 1877, on a security of Rs. 1000 B. B. shares and some house grants—this the Directors refused to grant on the grounds that advance on house property in native's possession generally leads to litigation, and therefore ought to be avoided. The next day, the Agent, without consulting the Directors, and in direct opposition to their resolution advanced Soobanah Rs. 3000 on the same security.

RESOLVED by this Meeting that until the next General Meeting of Shareholders a daily abstract of transactions in the Bank will be circulated by the Agent to the Directors.

Mr. Bain will be good enough to furnish an explanation with reference to Contractor Soobanah's case.

It being necessary for the interests and benefit of the Shareholders that each should have a correct idea of the reports &c., now being enquired into, it is resolved to have the following reports printed in English, Tamil, and Canarese and circulated one copy to each Shareholder.

Agent's Original Report—(1).
No. 1 Directors Report —(2).
No. 2 do —(3).
Agent's Rejoinder to No. 3—(4).
And the Auditor's Report—(5).

These are to be circulated as soon as possible, and at least 10 days prior to the next General Meeting.

ORR & BARTON'S LOAN—Has an estimate of the value of the security offered been made in accordance with the B. Rules and who made this estimate?

Mr. Abraham states that a circular paper was sent round to some of the Directors—viz. Messrs. Abraham, Royle, Arnachella and Ramalingum to attend at the shop and go over the inventory. Ramalingum did not attend and the estimate was made by the 3 remaining Directors after inspecting and going thro' the inventory and finally considered the security sufficient.

The circular is produced and bears Ramalingum's remarks to the effect that "as he is no judge of English jewelry he cannot accept the office of Inspector or valuer." Mr. Barton's valuation list was accepted by the Director's who inspected the security tended.

(Signed) T. T. LEONARD.
(„) A. NARRAINSAWMY MOODR.

No. 16.

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank, (Limited), held at the Bank Premises on Wednesday, the 25th April 1877.

PRESENT

MESSRS. F. N. ABRAHAM.
J. ROYLE.
B. RAMALINGUM.
M. VENCATACHELLA CHETTY.
R. B. A. NARRAINSAWMY MOODR
T. T. LEONARD.
R. B. V. GOVINDOO CHETTY.

Read Agent's explanations from Agent with reference to Gooroosawmy Moodiliar's transactions, Messrs Orr and Barton's loan, and Contractor Soobanah's loan. (F*

Kotay Abdool Rahaim and Gurina Oossain Saib had a bill in the Bank for Rs. 6,000, endorsed by MAHOMED CASSIM SAIT, due on 12th September 1876—this note was not taken up at maturity. On the 3rd Jauuary 1877 two notes for Rs. 3,000 each were discounted which said notes were endorsed by Mahomed Cassim Sait.

QUERY—Did the directors pass those two notes for Rs. 3,000 each.

2nd—Is it according to the rules of the Bank to discount notes for any party, while such party has an overdue note—especially to such an amount as Rs. 6,000.

In the renewal of the Bill for Rs. 6,000, which took place on the 24th April in two bills of Rs. 2,400, each why were original *Endorsers* changed—Gunna Hoossain Sait being a merchant of good standing and the new endorsers not good substantial security.

The two bills for Rs. 3,000 each referred to above being overdue and still unpaid, the names of those who are endorsers to these bills have been connected with the renewed bills for Rs. 2,400 each.

The Agent will be good enough to furnish an explanation in regard to these transactions.

NOTE—The Cashkeeper not present again—The appointed members feel that they would not be doing their duty if they did not place on record that they reluctantly have come to the conclusion that the Cashkeeper persistently keeps away from these meetings, in order to avoid examination on certain points which he is—from his position—enabled to throw light on. The appointed members will have to reflect on this official's disobedience in very strong terms in the report to be made at the next general meeting of the Bank.

(Signed) T. T. LEONARD,
A. NARRAINSAWMY MOODR.

* Vide Appendix.

No. 17.

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank (Limited), held at the Bank Premises on Monday, the 30th April 1877.

PRESENT.

MESSRS. F. N. ABRAHAM.
MAJOR GENL. C. W. TAYLOR.
J. ROYLE.
B. RAMALINGUM.
R. B. V. GOVINDOO CHETTY.
M. VENCATACHELLUM CHETTY.
R. B. A. NARRAINSAWMY MOODR.
T. T. LEONARD.

The appointed members having occasion to place on record on previous occasions the contumacy of the Cashkeeper in absenting himself, from the enquiry meetings, and having reason to understand that the Cashkeeper's persistency in keeping away is done with the object of putting difficulties in the way of the enquiry into certain doubtful transactions, call upon the Directors to suspend the Cashkeeper from his duties in the Bank ; the appointed members deem it their duty in the interests of the shareholders, to place on record now, and to bring to the notice at the General Meeting the great suspicions that attach to some of the proceedings of this servant of the Bank.

(Signed) T. T. LEONARD,
(„) A. NARRAINSAWMY MOODR.

No. 18.

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank, Limited, held at the Bank Premises on Wednesday, the 2nd May 1877.

PRESENT.

MESSRS. *R. B.* V. GOVINDOO CHETTY.
F. N. ABRAHAM.
MAJOR GENL. C. W. TAYLOR.
M. VENCATACHELLUM CHETTY.
B. RAMALINGUM.
V. ARNACHELLUM MOODLIAR.
R. B. A. NARRAINSWAMY MOODR.
T. T. LEONARD.

Read that portion of the Directors proceedings referring to the Cashkeeper's conduct.

The document given by the Cashkeeper on account of his son to the Bank is produced. (G*) The document is unstamped—Read also Mr. G. Vencataroyaloo Chetty's Bond to the Bank, (H*) which is on stamped paper.

The petition presented by the Cashkeeper to the Directors at the Bank meeting yesterday is read. (I*)

The Cashkeeper and his son are asked, whether according to the statement made in his letter dated 1st May 1877, that he is prepared within one year to recover all sums now overdue to the Bank, or pay the same himself—they are willing to furnish a proper and stamped document and sufficient security for the due performance of the same, reply that a decisive answer will be given at the next meeting on Friday. The Cashkeeper applies for a copy of his bond dated 9th September 1867—SANCTIONED.

Mr. Arnachella Moodiliar's LOAN *account.* Securities inspected—The Government Loan paper Nos. 02,0345 of 1872, 0,20,347 of 1872 for Rs. 2,000—0—0 and Government Note No. 15,463 of 1835-36 for Rs. 500—*placed* in the Bank as security are not present—but two plain rereceipts dated 2nd April 1877, record that Arnachella Moodiliar has received the same from the Agent, Arnachella Moodiliar states that he did not apply to the Directors for removal of these Government Pro-Notes.

Doorgia Naidoo P., Veerasawmy Naidoo, and T. M. Mahalingum, security given by Bank shares, value of Rs. 5,000, are registered shares of Mr. Bain. Loan made 13th June 1871—Suit instituted for Rs. 5,200. Law charges 566-4-0 Total 5,766-4-0, for which by sale of shares Rs. 5,000 was recovered—loss to Bank of Rs. 766-4-0.

* * * Vide Appendix.

The dividend for four years on these shares has been enjoyed by Mr. Bain. This loan was made without the sanction of the Directors.

Mr. B. Ramalingum presents a letter enclosing Copy of a letter forwarded to the President of the Bank. (J*)

There appears to be a sum of Rs. 250-0-0 held in suspense on account of the shares placed as security for Doorgiah Naidoo's Loan.

The Agent will be good enough to place before the next Meeting on Friday, the list referred to in para II of Mr. Staunton's report dated 21st July 1876.

Signed) THOS. T. LEONARD.
A. NARRAINSWAMY MOODR.

No. 19.

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank (Limited;) held at the Bank Premises on Friday, the 4th May 1877.

PRESENT.

MESSRS. MAJOR GENL. C. W. TAYLOR.
F. N. ABRAHAM.
J. ROYLE.
R. B. V. GOVINDOO CHETTY
B. RAMALINGUM.
M. VENCATACHELLA CHETTY.
V. ARNACHELLA MOODR.
T. T. LEONARD.

The Meeting adjourns owing to the absence of Mr. A. Narrainswamy Moodliar, *Rai Bahadoor.*

(Signed) T. T. LEONARD.

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* * * Vid. Appendix.

No. 20.

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank (Limited,) held at the Bank Premises on Monday, the 7th May 1877.

PRESENT.

MESSRS. J. ROYLE.
R. B. V. GOVINDOO CHETTY.
B. RAMALINGUM.
M. VENCATACHELLA CHETTY.
R. B. A. NARRAINSWAMY MOODR.
T. T. LEONARD.
F. N. ABRAHAM.
MAJOR GENL. C. W. TAYLOR.
V. ARNACHELLA MOODR.

Read explanation from Mr. Abraham regarding Cotay Mahomed Hoossain Sait's transaction of Rs. 6000 in the B. Bank (K*).

Read explanation from the Agent, in re Mr. T. M. Mahalingum Pillay and P. Doorgiah Naidoo's Loans in the Bank (L*).

The Appointed Members request that the Agent will be good enough to place before the next Meeting the LIST referred to in Mr. Staunton's letter dated 21st July 1876.

Cashkeeper Vencataroyaloo Chetty present—says that he declines to give a stamped document in lieu of the unstamped one now in the Bank, authorising his son to act as Cashkeeper on HIS responsibility.

Cashkeeper Vencataroyaloo Chetty applies for a Copy of the letter written by his son dated 1st May 1877, addressed to the Directors—SANCTIONED.

With reference to the loan of Rs. 3,500 to Mr. E. M. Britain given on Messrs. Abraham & Co.'s security and subsequently transferred to Mr. Britain's Loan account, Mr. F. Abraham states his firm has no objection to give a stamped document guaranteeing payment in default.

* * Vide Appendix.

This document to be presented at the next Meeting.

E. M. BRITAIN'S ACCOUNTS.

Loan account and Pro-Note account on record.

Messrs, ABRAHAM and Co.'S ACCOUNTS.

Loan account and Pro-Note account on record.

(Signed) T. T. LEONARD,
(„) A. NARRAINSAWMY MOODR.

No. 21.

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank (Limited), held at the Bank Premises on Friday, the 11th May 1877.

PRESENT.

MESSRS. MAJOR GENL. C. W. TAYLOR.
R. B. V. GOVINDOO CHETTY.
F. N. ABRAHAM.
J. ROYLE.
V. ARNACHELLA MOODR.
R. B. A. NARRAINSWAMY MOODR
M. VENCATACHELLA CHETTY.
T. T. LEONARD.

Read out and examined list of overdue Notes.

Read Agent's reply (M*) with reference to the request made for document referred to in Mr. Staunton's report. Mr. Abraham states that he knows nothing about it.

Read memo from Agent with reference to printing the reports resolved upon by the Directors in this Proceedings dated 16th April 1877.

Mr. Abraham proposes an amendment that the Printing of the Report should be postponed till after the next General Meeting, when, if the Shareholders desire it, the reports may be printed and circulated to the absent Shareholders.

* Vide Appendix.

Resolved that the reports referred to be printed at once, and kept in charge of the Directors till the date of the next General Meeting by which date, the Report of the Appointed Members is also to be printed, and both reports issued to Shareholders on the date of Meeting. The Directors resolve that the offer of the *Caxton* Press should be accepted.

(Signed) T. T. LEONARD.

(„) A. NARRAINSAWMY MOODR.

No. 22.

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank, (Limited), held at the Bank Premises on Monday, the 14*th May* 1877.

PRESENT.

MESSRS. *R. B.* V. GOVINDOO CHETTY
J. ROYLE.
B. RAMALINGUM.
M. VENCATACHELLUM CHETTY.
R. B. A. NARRAINSWAMY MOODR.
T. T. LEONARD.
F. N. ABRAHAM.

Resolved with reference to a further discussion in re the Cashkeeper's bond, that Messrs A. R. Sabaputty Moodiliar, and V. Kistnasawmy Moodiliar, late Judicial Assistant Commissioner, be invited to attend the meeting on Wednesday next—also that the Cash Keeper G. Vencatroyaloo Chetty be present.

Resolved that as it is necessary to go into and inspect minutely the lists of Decrees and overdue Pro-Notes with a view to separating the amounts recoverable from those which are doubtful or bad, it is proposed that the first duty of the Bank Directors subsequent to the next General Meeting should be the enquiry into, and disposal of these lists; and further that a report with reference to these lists should be furnished at the next General Meeting after.

Read Agent's rejoinder.

Mr. Govindoo Chetty states that he has no interest in any Bank whatever for the past three years. Mr. Ramalingum says he has no interest in any Bank; his family is undivided.

Mr. Vencatachella Chetty has an interest in the Hindoo Bank. At the time of his being elected as Director of the B. B. it was previously known that he was joint Secretary of the Hindoo Bank.

Resolved that the List of overdue Pro-Notes be completed up to 30th April 1877.

(Signed) T. T LEONARD.
(„) A. NARRAINSAWMY MOODR.

No. 23

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank, (Limited), held at the Bank Premises on Wednesday, the 16th May 1877.

PRESENT.

MESSRS. F. N. ABRAHAM.
R. B. V. GOVINDOO CHETTY.
M. VENCATACHELLA CHETTY.
B. RAMALINGUM.
V. ARNACHELLA MOODR.
R. B. A. NARRAINSWAMY MOODR.
T. T. LEONARD.

Messrs. A. R. Sabaputhy Moodliar and V. Kistnaswamy Moodliar are present by invitation.

Cashkeeper G. Vencatarcyaloo Chetty states that he is agreeable to sign an agreement on stamp paper guaranteeing that he will hold himself responsible for the collection of those over-due notes, which he or his son may have recommended for discount; such bond to be agreeable to the terms of the Cashkeeper's letter of the 1st May 1877.

Vencatachellaputhy Chetty comes forward and states that he will lodge Rs. 10,000 in Government Notes on B. B. shares or house property to that value, for the due fulfilment of conditions in the above Resolution. These Notes or other securities to be deposited by the 15th June 1877.

(Signed) G. VENCATACHELLAPUTHY.
(") T. T. LEONARD.
(") A. NARRAINSAWMY MOODR.

No. 24.

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank, (Limited,) held at the Bank Premises on Friday, the 18th May 1877.

PRESENT.

MESSRS. *R. B.* V. GOVINDOO CHETTY.
B. RAMALINGUM
J. ROYLE.
M. VENCATACHELLUM CHETTY.
R. B. A. NARRAINSAWMY MOODR.
T. T. LEONARD.
MAJOR GENL. C. W. TAYLOR.
V. ARNACHELLUM MOODLIAR.

G. Vencatachellaputhy Chetty called; he is informed that the Meeting considers that the period of one month granted for his placing the Rs. 10,000 as security, referred in the proceedings of the Meeting of the 16th Instant is too much, as it will be necessary to call the General Meeting of Shareholders as soon as possible. Vencatachellaputhy Chetty states that he will provide the security within 15 days: *i. e.* before the 5th Proximo. The Agent will be good enough to see that this executed.

Two of the Court Clerks have been examined with reference to the delay in the execution of decrees. Their replies have not been satisfactory and the members have reason to conclude that they are not doing their duty by the Bank as they ought to do.

The Members point out to Mr. Bain that it would be well if from the list of over due Notes those could be selected which were recommended for discount by the various subordinates in the Bank, who should be asked to be security for their collection in the same way as the Cashkeeper has guaranteed.

(Signed) THOS. T. LEONARD.
(„ „) A. NARRAINSAWMY MOODR.

No. 25.

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank, Limited, held at the Bank Premises on Monday, the 20th May 1877.

PRESENT.

MESSRS *R. B.* V. GOVINDOO CHETTY.
V. ARNACHELLUM MOODR.
M. VENCATACHELLUM CHETTY.
B. RAMALINGUM.
J. ROYLE.
R. B. NARRAINSAWMY MOODR.
T. T. LEONARD.

Read Memo (N *) placed by Agent on the table with reference to last para of Proceedings relative to over due Pro-Notes.

Nunjoondiah Moodliar, Head Accountant, called—states he is willing to guarantee the collection of monies due on over due Pro-Notes which have been recommended by him. He will prepare a list of such Notes.

LEDGERKEEPER Paraysewaya Moodliar called—states that he has not recommended any Notes for Discount.

DECREE WRITER Nagalinga Chetty called—states that he has not recommended any Pro-Notes which are over due now.

* Vide Appendix.

Any bills that may have been recommended for discount by any of the Directors which may now be over due are to be guaranteed collection by such Directors.

All over due bills (now) which may have been given on the responsibility by the Agent, are to be guaranteed collection by him.

If any individual Director has, on his own recommendation, obtained the passing of a loan to any party, he must be held bona fide responsible for the re-payment of such on due date.

Mr. Abraham called upon with reference to the sum of Rs. 3,500 due by Mr. E. M. Britain; states that the bond is being prepared. A rough draft to be produced at the next Meeting before the bond is made out.

The next Meeting will be held on Friday the 25th Instant.

(Signed) T. T. LEONARD,
(„) A. NARRAINSAWMY MOODR

No. 26.

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank (Limited,) held at the Bank Premises on Friday, the 25th May 1877

PRESENT.

MESSRS. J. ROYLE.
R. B. V. GOVINDOO CHETTY.
M. VENCATACHELLA CHETTY.
B. B. V. NARRAINSAWMY MOODR
T. T. LEONARD.
MAJOR GENL. C. W. TAYLOR.

Read the draft bond prepared by Mr. Abraham on account of the sum of Rs. 3,500 lent to Mr. E. M. Britain.

The meeting having discussed this matter resolve, that as the draft Bond submitted does not meet approval of the Directors, they request that a Pro-note for one, two,

or three months (and not more) should be executed by Messrs Abraham payable to the B. B. As Mr. Britain's loan of Rs. 3,500 is now overdue about 4 months the over due interest for this period at the proper rate should be collected at once, while the interest for the prospective period of the new Pro-note by Messrs. Abraham should be dealt with in the usual manner.

This loan of Rs. 3,500 having been given to Mr. E. M. Britain on the security of Messrs Abraham and subsequently transferred to Mr. Britains loan account, and which it was resolved (and acceeded to by Mr. F. N. Abraham) that Messrs Abraham should guarantee the payment of this amount with interest, therefore the Directors consider this resolution necessary to be carried out in the interests of the Bank.

The Agent will be good enough to obtain the Pro-note from Messrs Abraham and have it placed on the table at the next meeting.

Read five letters from Mr. H. Gooch addressed to the Agent. The present meeting consider that these matters should be embodied in the printed reports, and placed before the shareholders at the next meeting (O*).

Read memo of explanation from Mr. Bain bearing on the Mr. Gooch's letters—to be embodied in report and placed before the shareholders at the next meeting (P*).

Read letter from Mr. Gooch, dated 24th May addressed to the Appointed Members.

Resolved in compliance with Mr. Gooch's request that his letter be placed before the Shareholders at the next General Meeting (Q*).

Read Proceedings of Meeting dated 2nd May. It is resolved that the list of Pro-Notes recommended by each Director or official in Bank, be prepared and placed before the next Meeting on Wednesday next. The Agent will be good enough to have this carried out.

(Signed) T. T. LEONARD.
(„) A. NARRAINSWAMY MOODR.

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* Vide Appendix.

No. 27.

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank, (Limited), held at the Bank Premises on Wednesday, the 30th May 1877.

PRESENT.

MESSRS. MAJOR GENL. C. W. TAYLOR.
F. N. ABRAHAM.
R. B. V. GOVINDOO CHETTY
T. T. LEONARD.

There being a paucity of Members, it was deemed necessary to postpone the Meeting till Friday next at 7 A.M.

(Signed) T. T. LEONARD.

No. 28.

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank (Limited), held at the Bank Premises on Friday, the 1st June 1877.

PRESENT.

MESSRS. F. N. ABRAHAM.
R. B. V. GOVINDOO CHETTY
V. ARNACHELLA MOODR.
M. VENCATACHELLA CHETTY.
R. B. A. NARRAINSWAMY MOODR.
T. T. LEONARD.

Read proceedings of meeting dated 25th May, also Mr. Bain's Memo, dated 29th May.

Mr. Abraham states that he is not willing to give a Pro-note as referred to in proceedings of 25th May 1877; but will grant a bond binding himself and Mr. E. M. Britain jointly, and severally, for the due payment of the Rs. 3,500 with all interest thereon within 6 months. The bond to be ready by the 6th Instant at Meeting.

Mr. Arnachulla Moodaliar and Mr. F. N. Abraham

are agreeable that all the overdue notes which they may have recommended and which are now over-due shall be guaranteed collection to the Bank by them—these bills have been particularised in list of over due Notes.

The Agent will be good enough to write to the Cash-keeper and Accountant, reminding each that their security bonds for the collection of over due Notes which they may have recommended, are due on the 5th, and must be laid before the Meeting on the 6th Instant.

Read a Report from Mr. H. C. Gooch; the Appointed Members consider that this is a subject for the consideration and disposal of the Directors of the Bank, to whom it ought to be submitted previously. The Agent will be good enough to submit Mr. Gooch's Memo to the Directors at their next Meeting (R*).

It appears from the overdue Pro-Note list that several Notes of 1,000 Rs. and over have been discounted for various parties by the Agent, evidently on his own responponsibility and without the sanction and knowledge of the Board of Directors, it is requested that the Agent will be good enough to state whether he is willing to guarantee the settlement of those over due Pro-Notes or not.

(Signed) T. T. LEONARD.
(„) A. NARRAINSAWMY MOODR.

No. 29

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank (Limited,) held at the Bank Preises on Wednesday, the 6th June 1877.

PRESENT.

MESSRS. F. N. ABRAHAM.
R. B. V. GOVINDOO CHETTY.
M. VENCATACHELLA CHETTY.
R. B. A. NARRAINSWAMY MOODR
T. T. LEONARD.
MAJOR GENL. C. W. TAYLOR.

Vide Appendix.

Read Mr. B. Ramalingum's opinion with reference to the Meetings of this Board of Directors and Appointed Members. Resolved that as Mr. Ramalingum had up to the 31st May been present and taken part in all the Meetings, it appears very inconsistent on Mr. Ramalingum's part to make opposition at this last stage of the proceedings, and notwithstanding his protest it is resolved to carry on the enquiries and Meetings till such time as the interests of the Shareholders are fully and properly secured.

Read letter (S*) from Mr. Nunjoondiah Moodliar, Accountant, B. B., offering to give security for the collection of all over due Pro-Notes, which may have been recommended by him. Resolved that Mr. Nunjoondiah Moodliar signs a bond to that effect.

This Meeting is adjourned to 5 P. M. on Thursday (to-morrow).

(Signed) T. T. LEONARD.
(„) A. NARRAINSAWMY MOODR.

No. 30.

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank, (Limited,) held at the Bank Premises on Friday, the 8th June 1877.

PRESENT:

MESSRS. *R. B.* V. GOVINDOO CHETTY.
MAJOR GENL. C. W. TAYLOR.
V. ARNACHELLA CHETTY.
M. VENCATACHELLUM CHETTY.
R. B. A. NARRAINSAWMY MOODR
T. T. LEONARD

The Cashkeeper produces a grant (No. 125 Municipal Register) as security for Rs. 10,000, which he agreed to give in guarantee for the collection of over due Pro-Notes, which the Directors and Members do not consider sufficient, and call upon the Cashkeeper to furnish further additional security to the full value, which he promises to do by the Meeting on Monday next.

* Vide Appendix.

With a view to enabling these Meetings being closed it only remains now that the bonds to be given and promised by Mr. Abraham, the Cashkeeper, and the Accountant Nungoondiah Moodliar, should be furnished. The Agent is therefore desired to obtain these bonds and place them on the table for the Meeting on Monday next.

Mr. Bain has not replied to the question with reference to his responsibility in regard to the discounting of Pro-Notes over Rs. 1,000, which he has discounted without the sanction of the Directors. This was referred to in Proceedings dated 1st June 1877, and the Agent is requested to be good enough to state whether he is willing to guarantee these Pro-Notes being re-paid.

(Signed) T. T LEONARD.
(„) A. NARRAINSAWMY MOODR.

No. 31

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank, (Limited), held at the Bank Premises on Monday, the 11th June 1877.

PRESENT.

MESSRS *R. B.* V. GOVINDOO CHETTY.
V. ARNACHELLUM MOODR.
M. VENCATACHELLUM CHETTY.
R. B. A. NARRAINSAWMY MOODR.
T. T. LEONARD.
MAJOR GENL. C. W. TAYLOR.

Resolved that this Meeting be postponed to 5 P. M. this evening. Notice to be sent to all Members *specially* inviting them to be present.

The Appointed Members resolve to invite Messrs. A. R. Sabaputhy Moodliar, and V. Kristnaswamy Moodliar to be present.

(Signed) T. T. LEONARD.
(„) A. NARRAINSAWMY MOODR.

No. 32.

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank, (Limited), held at the Bank Premises on Monday, the 11th June 1877.

PRESENT.

MESSRS. F. N. ABRAHAM.
MAJOR GENL. C. W. TAYLOR.
V. ARNACHELLA MOODR.
M. VENCATACHELLA CHETTY.
R. B. V. GOVINDOO CHETTY.
J. ROYLE.
R. B. A. NARRAINSWAMY MOODR
T. T. LEONARD.

With

Messrs. A. R. Sabapathi Moodliar and V. Kristnaswamy Moodliar Shareholders; by special invitation. . . . .

Mr. Nunjoondiah Moodliar, Head Accountant, agrees to execute a stamped bond on proper value paper for the due collection of all over due Pro-notes recommended by him, amounting as per list to Rs. 4210, stating that in default of such collection he will himself make good the amount within a period of 6 months.

I agree to the above.

T. NUNJOONDIAH.

The Cashkeeper furnishes a grant No. 125 in the Municipal Office, value Rs. 6,000 as a portion of the security he promised towards guaranteeing the collection of the over due Notes recommended by him—of the balance, viz. Rs. 4000. Mr. Abraham promises to lodge 2000 Rs. in Cash in the Bank to-morrow 12 P. M., and for the remaining 2000 Rs., the Cashkeeper offers the personal security of Mr. P. Kristnaswamy Moodliar, and in the event of the latter refusing then Mr. Abraham promises to stand personal security to this further sum of Rs. 2000—making in all

a total security of Rs. 10,000. The Bond to be drawn up in a proper form on the requisite value stamp paper and registered. The Cashkeeper further agrees to have the grant No. 125 transferred to his name for further security.

I agree to the above.

F. N. ABRAHAM.
C. VENCATACHELLAPUTHY.

The Cashkeeper and Head Accountant having agreed to give security as above, and the Agent having been asked whether he is willing to guarantee the re-payment to the Bank of all those sums over Rs. 1000, which from the list appear to have been discounted by Pro-Notes without the knowledge or sanction of the Directors, it is observed that the answer to the query put to the Agent is not to the point, and this Meeting would request that the Agent will confine his reply to the affirmative or negative.

The Agent will probably call to memory that on his being present at one of the Meetings during which reference was made to some of the items over Rs. 1000 which had been discounted in this manner, that he verbally promised to be responsible for the re-payment of certain sums which he said had been discounted over Rs. 1000; notably in the instances of Mr. S. G. Wallace, Mahomed Ghouse, and Mr. S. J. Arathoon.

(Signed) T. T. LEONARD.
(„) A. NARRAINSWAMY MOODR.

No. 33.

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank, (Limited), held at the Bank Premises on Saturday, the 16th June 1877.

PRESENT.

MESSRS. MAJOR GENL. C. W. TAYLOR.
R. B. V. GOVINDOO CHETTY.
M. VENCATACHELLA CHETTY.
B. B. V. NARRAINSAWY MOODR.
T. T. LEONARD.
J. ROYLE.

Read Mr. Bain's reply to question put in proceedings dated 11th June (T*).

The Directors observe that the reply of the agent is somewhat inconsistent with his verbal assurance made by him at one of the former meetings, in which he stated with reference to sums which were advanced to Messrs. Wallace, Arathoon, and Mahomed Ghouse, (all of which were over Rs. 1000 and were pointed out as having been advanced without the sanction of the Directors) that if these sums were not paid he (Mr. Bain) would pay the sums himself as he considered himself personally responsible for them, now that the agent states that he will not guarantee the payment of any of the notes over Rs. 1000 which he discounted without the sanction of the Directors, the latter will only be compelled to bring the same to the notice of the shareholders, as a direct infraction of the rules of the Bank. The appointed members regret very much that they should have to adopt such a course.

The Cashkeeper states that as T. Kristnasawmy Moodliar will not be his security for 2000 Rs, that Mr. Abraham will accept the same.

The next meeting to take place on Monday the 18th Instant at 5 P. M.

(Signed) T. T. LEONARD,
(„) A. NARRAINSWAMY MOODR

No. 34.

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank (Limited,) held at the Bank Premises on Monday, the 18th June 1877

PRESENT.

MESSRS. MAJOR GENL. C. W. TAYLOR.
R. B. V. GOVINDOO CHETTY
M. VENCATACHELLUM CHETTY.
R. B. A. NARRAINSWAMY MOODR.
T. T. LEONARD.

* Vide Appendix.

Read letter from Mr. F. N. Abraham (U*) stating that as Mr. P. Kristnasawmy Moodiliar refused to stand security for Rs. 2,000 on behalf of the Cashkeeper, he, (Mr. Abraham) will be security.

Read letter from Mr. N. R. Bain (V*) in reference to the guarantee of overdue Pro notes over Rs. 1000. Resolved that the same be communicated to the shareholders at the next meeting. The Directors report that it will be necessary for them to bring to the notice of the Shareholders these proceedings of the Agent, which are contrary and at variance with the rules of the Bank.

Read draft of Security Bond—approved—The two bonds—one from the Cashkeeper and one from the accountant, together with a schedule of the notes as recommended by them, to be prepared by the next meeting on Wednesday evening at 5 P. M.

(Signed) T. T. LEONARD.
(„) A. NARRAINSAWMY MOODR.

No. 35.

Proceedings of a Meeting of the Directors and Appointed Members of the Bangalore Bank, (Limited), held at at the Bank Premises on Thursday, the 21st June 1877.

PRESENT.

MESSRS. MAJOR GENL. C. W. TAYLOR.
R. B. V. GOVINDOO CHETTY.
M. VENCATACHELLA CHETTY.
R. B. A. NARRAINSWAMY MOODR.
T. T. LEONARD.

The Cashkeeper being present, is asked whether he is willing to sign the Security Bond as promised and agreed to by him, in accordance with the draft now on the table. The Cashkeeper states that the terms of the bond being strict, he is unwilling to sign any such bond.

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* Vide Appendix.

Read letter from the Accountant Nunjoondiah, to the Agent B. Bank. Nunjoondiah states that he is also unwilling to sign a similar Bond.

After the repeated promises made by the above subordinates that they were quite willing to sign any bond which guarrantees the repayment of those overdue notes which they may have recommended, it appears to be very strange that they should at the last moment withdraw from their pledged word. The Directors regret that the proceedings of the above subordinates should give room to the idea that they (the Cashkeeper and Accountant) did not act with an honest intention from the beginning.

The Directors made every consideration for these men and it was with a view to bring about a satisfactory state of matters in regard to the large amount of overdue notes, that the Directors considered these bonds necessary. It is now resolved that these Meetings be closed and a report of the proceedings made to the Shareholders at the next General Meeting.

The Directors now resolve that all the proceedings of these Meetings, together with all letters, documents &c. in connection with these Meetings, be printed and circulated to all Shareholders, the same as the reports already printed in English, Canarese and Tamil. To these must be attached a list of all overdue Notes, and decrees due up to the 30th April 1877 as per statement. A similar list of decrees to be prepared and attached with particulars of Street and Door Nos. &c.

Resolved that the next General Meeting for the purpose of laying the Appointed Members' report before the Shareholders, be held on Saturday the 21st July at 2 P. M. The printed reports and proceedings of the Meetings to be circulated to the Shareholders on the 11th July 1877.

(Signed) T. T LEONARD,
(„) N. NARARINSAWMY MOODR

Appendix

A.

Bangalore. *6th March* 1877

To,

THE PRESIDENT AND DIRECTORS,
Bangalore Bank (Limited), Bangalore.

And to,

MESSRS. T. T. LEONARD, AND
RAI BAHADOOR A. NARRAINSAWMY MOODR.
Examining Members of the Bangalore Bank (Limited), Bangalore.

GENTLEMEN,

We respectfully solicit that we may be furnished with a true Copy of the Agent's reply to our Report on the working of the Bangalore Bank, and which was read at the General Meeting of the Shareholders on the 27th Ultimo.

We be to remain,
Gentlemen,
Your obedient Servants,

B. RAMALINGUM.
V. GOVINDOO CHETTY.
M. VENCATACHELLA CHETTY.

B.

Bangalore, 21*st March* 1877.

To,

THE PRESIDENT
of the Bangalore Bank, (Limited).

SIR,

I have to inform you that I am in possession of your Resolution directing my attendance at the Meetings during the present enquiry. I would be too glad to do so, but as I am now suffering much from diabetes, it would not be convenient for me to stay out long, and I am advised on account of my present poor state of health not to exert myself or move about much.

I beg to remain,
Sir,
Your most obedient servant,

G. VENCATAROYALOO CHETTY.

C.

BANGALORE BANK (LIMITED),
Bangalore, 20*th March* 1877.

SYED ABDOOLAH,

The three notes, connected with this individual, were frequently called for by me long before they were barred by the Statute of Limitation, and as frequently was, I told, that Syed Abdoolah had left the station. When it came near that the notes would be barred, I told the Cashkeeper that the Pro-notes must be paid, and after a considerable time had elapsed and no Syed Abdoolah appeared, he told me that he would himself pay the Pro-notes rather than this should take place. When he had entered the Pro-Notes as paid, he then told me that he hoped I would

forego the interest in the meantime, but should Syed Abdoollah turn up again in Bangalore, he would endeavour to recover the interest which I agreed to, taking into consideration, the chance of not getting any portion of the sum due with Law expenses, which would be considerable, if I took the same into Court.

N. R. BAIN.

D.

MY DEAR MR. LEONARD,

The name of the Bailiff that was promoted to Nazir, and subsequently dismissed, is Shaik Abdoollah.

Yours truly,

W. JENNINGS.

21—3—77.

E.

BANGALORE BANK (LIMITED),
Bangalore, *6th March* 1877.

Memo.

			Court.
Mr. Mason	...Rs.	275	300
Mahomed Amin	... „	300	160
Jehangher Khan	... „	500	0
Hoomer Khan	... „	2400	0
Yacob Khan	... „	750	0
Syed Abdool Cawder	... „	1100	225
Hussain Khan	... „	950	400
	Rs...	6275	1085

Memo. B.

	Pro-notes.	Court.	Total.
Syed Aboola, Cloth Merchant...	Rs. 3000	400	3400
Abdool Mazeed Khan		350	350
Abdool Guffur	500	375	875
Do	500		500
			Rs...5125

Memo. C

	Pro-notes.	Court.	Total.
Hafiz Syed Mahomed Saib ...	Rs. 1730	900	2630
Do with V. Abdool Cawder...	1400		
Do Mr. Chambers	130		
Do with K. Mahomed Hazundil		1000	2530
Mahomed Saib	400		400
			Rs...5560

N. R. BAIN,
Agent.

F.

MESSRS. ORR AND BARTON,

The application from Mr. Barton for a Loan of Rs. 25,000, viz. Rs. 16,000 on his own account, and Rs. 9000 on account of Messrs. Bertie and Edwards. The condition on which he got the Loan was that he should include the Rs. 9000 for which he had received but little consideration from these men. This 9000 would, most probably, have been lost to the Bank, had not Mr. Barton agreed to the condition to pay it. The majority of the Directors granted the Loan very wisely, vide Proceedings of 24th June 1876. What would be the use of a Bank, if no discrimination were made by Directors in making Loans, even supposing that

spoken a word to the effect that he would give Rs. 5000 for it, at all events it is not on record and I have often found that those kind of words if only spoken are but wind, and end in nothing but quarrelling and without any result. Another appeal was about to be instituted and another compromise by the same party was made to settle the case for Rs. 2000, and which was not accepted. Again there was a proposed compromise for Rs. 3000 and odd which I thought it wise to accept rather than have any more such abominable trickery in a case which might involve the Bank in endless litigation. Bringing up things that are past and which have been settled long ago is bringing the Bank into disrepute, and will eventually into great loss. I hope that the gentlemen examining the accounts will take this into their serious consideration.

MEMO. ON SOOBANAH'S LOAN.

I replied to the Directors to know if they would permit me to advance the sum of Rs. 5000 on the mortgage of Bangalore Bank Shares and House Properties, and the reply was in consequence of *Hucks* on Property the Directors did not approve of accepting Native houses in mortgage. Previously to forwarding Soobanna's application, I had made strict enquiries of the applicant if there was any *Huck* or mortgage of the property tendered for mortgage, and he said, that there was none and that he was the Purchaser of the Property on which no one had a claim. He showed me that he had a *very large* and a very *easy Contract* which could be seen from the papers in his possession at a glance, that he would make considerable profit. From his previous dealings with the Bank, I considered him, a very honest and safe native and thought it my duty for the benefit of the Bank as well as to oblige him, I advanced him on the Documents Rupees 3000, and not Rs. 5000 as applied for. He showed me all the particulars of his contract with which I was quite satisfied and saw that by assisting him at this particular time that I was helping an honest man to carry on his works to the satisfaction of his employers; what is a Bank for? but to help those who help themselves.

G.

I hereby certify that all acts done by my son G. Vencatachelaputhy Chetty since the 2nd January 1867, whether in the way of signing Documents of any description, writing accounts in Cash Book, in short for all his actions during the time he has been acting for me or for the time he may still have to act for me, I only am the responsible party to the Agent and Directors of the Bangalore Bank, limited, and the security Bond I have given for my own acts is to be considered equally as binding on me for his deeds as for my own.

(Signed) G. VENCATROYLOO CHETTY.

BANGALORE, *9th September* 1867.

Witnesses.

T. NUNJOONDA MOODR.

P. K. SOOBROY MOODR.

H.

Security Bond executed by G. Vencatroyloo Chetty, to the Agent of the Bangalore Bank, (Limited).

I, Gondee Vencatroyloo Chetty, Cashkeeper of the Bangalore Bank, do hereby agree in virtue of my office, to give and have hereby given, as security to the Bangalore Bank, Limited, the house and ground described in the accompanying Grant or Title deeds situated in the Cantonment General Bazaar of Bangalore, for the sum of Rupees 5000, to be held by the said Bank during the tenure of my Office, I do bind myself, my heirs, Executors, administrators to make good to the said Bank such sum or sums of money as may be found deficient in the Bank during the period, I have been employed as Cashkeeper and to render a true and a faithful account of such monies and bills or drafts, or other document, as I may from time to time receive in virtue of my office.

hitherto were punctual, took advantage of this opportunity and became slack in their payments, since the 1st January I may glad to report that the over due list is reduced to Rupees [illegible] and the balance will, before long, be recovered. I am so confident that such will be the case, that I beg to propose to you Gentlemen, that if you will be pleased to grant me, a certain time, *say one year* I will guarantee and undertake every responsibility to collect and recover the whole of the over due Pro-notes; there are some who believe and wish others to believe with them, that the parties whose names appears in the over due are worthless and bad, I beg you will not be prejudiced by any such assertions, they are good, and the amounts due I am prepared, and willing to recover, and in endeavouring to do so, I only ask for the cordial support of the Agent, and the confidence of the Directors; at present, I am unfortunately not possessed of the latter. and this has emboldened some parties to shuffle or defer payment and speak ill and derogatory of me. If the Cashier is supported by the Board and his endeavours recognised there will shortly be no over dues in the Bank.

I pray that at a crisis like this, when there is a large investigation going on you Gentlemen will not listen to any rumours that may be said about me; in my capacity as Cashier, I am often obliged to be on bad terms with some of the constituents of the Bank, because in doing my duty, I press them too much to pay the Bank's due, and they think that by concocting and fabricating statements, they ingratiate themselves into the good wishes of the Shareholders and some of the Directors, to my damage and detriment.

I have been doing, and am still endeavouring to call in all over due Bills, and the great bodily and mental exertion I have lately been suffering from has told on my constitution, so much that for the last month my health has not been well, and I have been ailing from fever, indigestion and bilious complaints, as the two Medical Certificates, I furnished yesterday will prove, and this has necessitated my late occasional absence at the morning Meetings, and I beg Gentlemen, you will not misconstrue my absence to any disrespect to the Directors and Members, or any disposition on my part to avoid any inquiry, but purely from sickness which was unavoidable. I beg therefore, Gentlemen, you re

will kindly consider my case and accept my proposition for the recovery of the outstanding due to the Bank, and grant the earnest request of your most obedient servant,

G. VENCATAROYALOO CHETTY.

J

BANGALORE, 2nd *May* 1877.

To,

MESSRS T. T. LEONARD AND
B. B. A. NARRIANASAWMY MOODR.
Appointed Members of the Bangalore Bank, (Limited.)
Bangalore.

SIRS,

I beg to enclose a copy of a letter to the President for your information.

As the transaction referred to appears to be very suspicious and discloses great irregularity in the working of the Bank, I solicit your earnest attention to this matter

Yours faithfully,

B. RAMALINGUM.

BANGALORE, 2nd *May* 1877.

To,

F. N. ABRAHAM ESQR.
President, Bangalore Bank, (Limited,)
Bangalore.

DEAR SIR,

I request you will kindly place before the next meeting a written report of your investigation in the matter of Kottay Mahomed Hussain Saib's six thousand Rupees pronote transaction. I deem it necessary to examine this mat-

ter carefully, and to satisfy myself whether there are any grounds for the suspicious rumors now afloat that the note in question was paid up by two notes of Rupees 3,000 each on or about 3rd January last. I further request that you will kindly ask the Agent to attend the meeting with all the books, both account and letter, vouchers slips, notice and delivery book and also with the Cashkeeper, Court Clerk and notice delivery peons.

I.

Yours faithfully

B. RAMALINGUM.

Memo.

BANGALORE, *3rd May* 1877.

COTAY MAHOMED HOOSSAIN SAIB.

With reference to the above party's endorsement for Rs. 6,000, I made no investigation. On hearing that there was some doubt about the above party's order, I called on Mr. Cotay Mahomed Hoossain Saib, and he admitted to me the genuineness of the promissory note and that he would settle it in a week. Mahomed Cassim being present and having admitted to me that he drew the proceeds of the two Bills for Rs. 3,000 each. And to confirm the same I got him to sign the slip and had a stamp affixed, when I saw Cotay Mahomed Hoossain Saib, I asked him directly if he held a Demand Order given to him by the Cashkeeper, and he stated that no such document was in his possession.

F. N. ABRAHAM.

L.

Memo.

T. M. MAHALINGUM.

Previous to my granting a Loan to P. Veerasawmy Naidoo and P. Doorgiah Naidoo, P. Doorgiah Naidoo had had a contract jointly with Mr. V. Aroonachella Moodiliar, and it was reported that the accounts had not been settled but that Doorgiah Naidu would have to receive Rs. 9000 which was believed in the Bank not only by me but by the late Soobroy Moodiliar likewise, and by other officials, in proof of which, Soobroy Moodiliar became a surety to Mahalingum Pillay for Rs. 5000 feeling confident that he was, at that time quite solvent. There was a balance of Rs. 1308.5.9 due on a bond for Rs. 3,500 which they wished to settle and then they joined themselves with Mahalingum Pillay and jointly signed the Bond for Rs 4,000 for which, at their urgent request I foolishly out of pure kindness and with a desire to see them do well placed my 25 Share Certificates as security for the amount; but, they assuring me that there was no risk as although they would certainly pay the amount due by them in a much shorter time. The contract which Mahalingum Pillay then took was what he considered a very favourable one but it turned out quite the reverse, he having lost about Rs. 18,000. Such was the report (if I remember right) at the time. It may have been a greater loss, any-how, it was a very great loss to him and after the Bond fell due, T. M. Mahalingum Pillay was written to, calling on him repeatedly for the amount due. He in one or two instances promised to pay but not having done so, I thought that most probably he would pay, if the case were taken into court, but that had no effect either. I therefore myself went on with the case for which I paid Rs. 565 on my own account from my private money and simultaneously with that sum I paid Rs. 565 for law charges on account of the Bank. The 25 shares which were mortgaged of mine, were sold afterwards and credited to the Bank. This Mahalingum Pillay was an insolvent in every sense of the word and I had to pay all as Because I became surety for Rs. 4,000 and paid Rs. 5,000 and odd and would have compromised a similar case with any other person in the manner it has now been done and closed the account.

P. DOORGIAH NAIDOO.

The Pro Notes were given about the same time that he had the Contract for building the Hussar Barracks which amounted to a very large sum and naturally enough I considered that there would be no other than a gain on it, more especially knowing that Mr. Aroonachella Moodr. would not speculate in a losing undertaking. P. Doorgiah Naidu after he got the loan with P. Veerasawmy Naidu and Mahalingum Pillay, went off for sometime afterwards to Hyderabad without my knowledge and the cases we had here in Court against him were forwarded on to Hyderabad and a gentlemen in office was kind enough to interest himself in getting a Pleader there to take up the cases which has been done by him, but as yet he has not been very fortunate in consequence of some new Court not having been opened within the time it was expected. We have 5 shares at the credit of P. Doorgiah Naidu, which might be transferred and sold which will make his balance due less by Rs. 1,000. All that can be done, is being done by the Pleader at Hyderabad, to whom I have written urging on him the necessity of exertion being used in the recovery of the different suits.

The Dividends on the above Shares have been credited in suspense account towards his debts, and also that he has promised through the pleader to pay half of the Bond due to the Bank, and still I am endeavouring to recover all the money including law charges, through the Pleader at Hyderabad.

REMARKS.

Mr. Ramalingum and other Directors wished it placed on record here that during the time in which Mr. Bain's 25 shares were held in the Bank as security for the above parties, the dividends paid on these shares, were paid over and appropriated by Mr. Bain, instead of being placed to the credit of the loan account. Had this been done no loss would have resulted to the Bank.

M

MR. LEONARD AND
RAMNARRAINSAWMY MOODR.

GENTLEMEN,

Mr. Staunton was eight or nine days examining the Bank accounts which he did very minutely. I was not present during the whole time he was at the examination, but left him with Mr. Nunjoondah Moodr., with whom he seemed to be very well pleased and expressed his satisfaction to me by saying that he was a very proper man and that he had given him every assistance. It is not usual for Auditors to leave their memoranda behind them, and I can certainly say that I have not seen any Document than his Report which was addressed to the Directors and not to me!

Yours faithfully,
N. R. BAIN

7—5—77.

N.

Memo.

With reference to the last Para of Proceedings of 18th instant, I beg to state that in consequence of no list having been kept of recommendations I am unable to furnish the names of the Subordinates of the Bank who may have recommended the Discount of certain Notes. The Cash-keeper has offered to collect the greater number of the Notes and doubtless the writers will assist him in the recovery.

I
N. R. BAIN.

20—5—77.

by their Pleader, filed the above suit for Rupees 423 as follows:—

Amount of Pro-note sued on dated 25th October 1873...	...Rs.	400	0	0
Over due Instalment sued for from 28th January 1874 to 21st July 1874...	... „	23	0	3
Rupees...		423	0	2

The record stands thus:—

1st and 3rd Defendants unserved.
2nd Defendant exparte.

Fresh Summons against 1st and 3rd Defendants to issue returnable on the 12th August 1874. (This order was passed on 4th August 1874).

1st and 3rd Defendants served, Exparte.

Plaintiff sworn—Claim Rs. 423-0-2, due on Pro-note A executed by the Defendants, for money lent.

Judgment for Plaintiff	...Rs.	423	0	0
Costs	... „	38	4	0
Rupees...		461	4	2

With interest at 12 per cent.

Decree dated 12—8—74.

To the best of my knowledge, the Bank took no steps towards execution of this Decree till on or about the 14th May 1875 (*i. e. nine* months *after* Decree) when a body warrant was taken out against *the 1st Defendant only* for Rupees 502-4-2.

The next step in execution, against the 1st Defendant, I believe, was a goods warrant on 26th January, 1876, for Rupees 540-4-2. Both warrants returned unserved, although the Court allows a *month* for each warrant. Each

warrant must have cost Rs. 5, and, I think, that cost is disallowed to Plaintiff when any warrant is *unserved*.

The 3rd and last step has been a Revival Notice against 1st Defendant alone, on the 21st Instant, for Rupees 463-4-2.

The 1st Defendant is said to be in comfortable circumstances. The 2nd Defendant is said to be a lunatic. The 3rd Defendant is said to be somewhat well off; but both 2nd and 3rd Defendants are now free from all liabilty as the Decree is not alive as against them.

Yours faithfully

H. C. GOOCH.

P. S.—Please send this letter to the Sub-Committee.

MUSEUM ROAD,

Bangalore, 22*nd May* 1877.

SMALL CAUSE COURT.

Suit No. 388 *of* 1877.

The Bank *vs.* 1. Mahomed Cassim Ghum.
2. Abdool Ghunny.
3. Rookmodeen.

To,

N. R. BAIN, ESQ.,

Agent, Bangalore Bank (Limited).

DEAR SIR,

Please put this letter before Messrs. Leonard and Arcot Narrainsawmy Moodliar for their information.

The above suit was called on for hearing on the 12th and 19th February, and the 5th March last. On the 19th February the 3rd Defendant Rookmodeen was present before

the Court, and denied the execution of the Pro-note, or any knowledge of the transaction.

The suit was immediately adjourned to the 5th March, to admit of the 3rd Defendant issuing the Summonses to 1st and 2nd Defendants, *to prove that he was no party to the Pro-note.* This was at his own request.

On the 5th March 3rd Defendant deposed,—

"This signature marked B was signed by me on the "last hearing. I sometimes sign in this manner, and in the "Office in the same way. On the last occasion I was asked "how I signed in the Pay Book in this way." (I then insisted on a reply as to whether on the last occasion he was not asked to sign B as his *usual signature.* After question had been put 6 or 7 times, the 3rd Defendant continued the same answer).

Court's N. B.—"The Exhibit B was written in Court by the 3rd Defendant with the full knowledge that it was for the purpose of comparing it with the signature to the Pro-note."

3rd Defendant continues—"This Pro-note A and sig- "nature were shewn to me on the last hearing. I was "unwell that day, having had a blister on my head, and "could not see properly. I was asked by Mr. Gooch to "examine the signature carefully at the light, and not to "give a rash answer. I was unwell that day. I under- "stand English, and it was also interpreted to me. This "is my signature in the Pro-note marked C. This signa- "ture on the Pro-note A is mine. I am quite well to-day. "I signed it in 1st Defendant's house" &c. &c. &c.

The Gentlemen of the Sub-Committee can form their own opinion of the denial, and then the admission of 3rd Defendant. I wish them to note that there was a sudden adjournment, and that the 3rd Defendant was not solemnly affirmed on the 1st occasion. Had that been done, he would have been in a serious fix with his subsequent denial. However, the matter is worthy the consideration of every Shareholder, and I wish it to be made known to the entire body.

Yours faithfully,

H. C. GOOCH.

MUSEUM ROAD,
Bangalore, 22*nd May* 1877

SMALL CAUSE COURT.

Suit No. 550 *of* 1877.

N. R. BAIN, Esq.,

Agent, Bangalore Bank, (Ld.)

DEAR SIR,

This suit, which I think has been pending since about last February, with repeated adjournments, was heard yesterday. We have failed to obtain a Decree against the 1st Defendant, Kathoom Bee, widow of the late Soobadar Fareed Khan, as his alleged signature to the Pro-note sued on, was proved, beyond all doubt, to be a *forgery*. The record abounds with such proof, as the deceased was unable to sign his name. He made a will, which has been registered, and to that document he merely affixed his mark, as he could not sign his name. An authenticated copy of that Will was produced in Court. The Cashkeeper has sworn that he saw the late Fareed Khan sign the Pro-note *prior* to the one sued on; that was a Note for Rs. 325 for which the Note sued on was in renewal.

Yesterday, the Cashkeeper was late at Court, and had I not been present in time, some of the Bank's revival cases, for a total sum of Rs. 3230-15-5, would have been struck off, with the words "No parties."

Those revival cases are as follows:—

Suit No. 1080 of 1872	...Rs.	1185 11 0
Do " 1078 of 1872	... "	1006 5 6
Do " 1076 of 1872	... "	215 14 9
Do " 3762 of 1874	... "	463 4 2
Do " 4521 of 1874	... "	317 5 6
Do " 4622 of 1874	... "	42 6 6
	Rupees...	3230 15 5

As the Pleader of the Bank, and as a Shareholder, I beg to request that you will be good enough to place this letter before the Sub-Committee, Messrs. Leonard and Arcot Narrainsawmy Moodliar for investigation as to the forgery of the late Fareed Khan's name.

I remain,
Dear Sir
Yours faithfully,
H. C. GOOCH.

MUSEUM ROAD,
23rd *May* 1877.

SMALL CAUSE COURT.

Suit. 3762 *of* 74.

The Bank *vs.* Mundy Murri Samappah and Co.

N. R. BAIN, ESQ.,
Agent, Bangalore Bank, (Ld.)

DEAR SIR,

With reference to the last few words in my letter of yesterday's date, anent the liability of 2nd and 3rd Dends. I wish to correct myself, as I observe that the date of Decree is 12th August 1874. When I wrote, the date of the Pro-Note, 25th October 1873, was present to my mind.

The Decree being still within *three* years, it can be revived against the other Defendants, if you wish ; but, if the 2nd Defendant is really a lunatic, and you require the Decree to be revived against *him*, we must, under the Rules for Minors, Idiots , and other disqualified persons, petition the Court to adjudicate, that the 2nd Defendant is really a Lunatic, and that a Manager should be appointed, to take charge of his property, (if any,) and against such Manager, the Revival Notice could be subsequently served. That of course would be against the 2nd Defendant's *Estate*.

I beg you to send this letter also to the two Sub-Committee Gentlemen.

I remain,
Dear Sir,
Yours faithfully
H. C. GOOCH.

P.

Memo.

At the request of Mr. H. C. Gooch I place the accompanying 5 letters on the table for the information of Mr. T. T. Leonard and Rai Bahadoor A. Narrainsawmy Moodliar, said to be Members of Sub-Committee.

Why Mr. Gooch should be troubling himself by bringing up transactions that have been already settled I hardly know unless it be that he wishes to do something to wile away his time, which perhaps he finds wearisome and unprofitable, as I have given him very little to do lately of a paying nature.

With reference to suit No. 387 of 1877 This suit was settled by Attawallu paying the full amount into Court; whatever Mr. Gooch's opinion was about the matter the suit has been settled and that is principally what the Bank cares for.

Suit No. 3762 of 1874, Mundy Murrysamapahs House will be attached (and will be sold in due course) when the Court opens. The Grant is in the possession of of the Cash keeper. The house is said to be worth from Rs. 500 to R. 70h

With reference to Rookmodeen suit No. 388 of 77. The pay of this individual is being attached each month and we have recovered already Rs. 105 on another suit and this will be recovered in the same way eventually, if not in a very short time.

Rookmodeen denied his signature and on being called

up for a second hearing he confessed that he was mad when he denied his signature as it was realy his, why try to throw odium on the Cashkeeper for another man's perjury or say any thing more about it.

Referring to suit No. 550 of 1877 Kuthoombee denied her late husbands signature. A man who belonged to his Regiment was brought to me yesterday, who said that after Fareed Khan was Pensioned he used to read the Koran but he did not see him sign his name. The Cashkeeper said that he had seen him sign, he does not state whether it was before or after he learned to read. A man that can read the Koran, not an easy thing to do, you may easily imagine must be able to write his name. The Cashkeeper did not say that he saw him sign the Note yesterday decreed by the Court to be paid by the other Defendants; he merely stated that he had seen him sign his name on a former occasion. With reference to the paraded Revival Cases., If the Cashkeeper was absent when Mr. Gooch thinks he ought to have beeen present, it was his duty (if he was asked to have any thing to do with them) to have applied for an adjournment for an hour or two, but for which there was no necessity, as the judge himself had told the Court-writer in the presence of all to put the cases of the Bank at the last; as all might be detained at the Bank by parties wishing to compromise their Pro-Notes, or enter into other arrangement for settlement, It will easily be seen the spirit in which Mr. Gooch has paraded these revival cases, he has had very little to do these three months past, and will have much less to do in future as he has, instead of favoring the Bank, been actually endeavouring to break down the cases brought before the Court, by threatening to bring this case, and that case before the Directors and Shareholders in the presence of the Judge, who had to decide the different cases. All the Directors know well that he had not a more staunch friend than myself when I thought he was acting for the benefit of the Bank, but when I found out from the writers and from other parties, that instead of endeavouring to gloss over any irregularities of the Cash keeper and advise him after Court was over, that he tried as much as lay in his power to expose the Bank, I determined from that time that he should not, with my consent, have any thing more to do with the Banks transaction. Why he should be writing to me so often (which I have not thought proper to reply to) I do not understand. I signed several execution Forms which

he was formerly in the habit of signing, he saw these and took a hint I suppose, that I intended trying to do this particular business without reference to him and the result is the five letters I have had this morning.

N. R. BAIN,
Agent.

24th May, 1877.

Q.

MUSEUM ROAD,
Bangalore, *24th May* 1877.

T. T. LEONARD ESQ., AND
RAI BAHADOOR A. NARRINASWAMY MOODR.,
Bangalore.

GENTLEMEN

As you were appointed at the last General Meeting of the Shareholders of the Bangalore Bank, (Limited) as a Sub-Committee to enquire into the affairs of the Bank; I wish, before you conclude such enquiry, that you would be good enough to let me know whether Mr. F. N. Abraham, the President, has placed before you, my written communication to him, of the 15th November last (called for by him in writing) and showing several important matters, with reference to which, I had previously addressed the Directors' Meeting. If he has not done so, please call upon him to produce it. I hold a press letter copy of same.

Since my appointment as Pleader to the Bank, I have felt a gradually increasing anxiety on behalf of the Shareholders, which anxiety before the close of the last year, became very great, and I at last sought an interview with the Directors at their Meeting, through the medium of the Agent, (*vide* my letter to the Agent, dated 31st October, 1876). Please call for that letter also. I hold a press letter copy of same.

On the 18th December 1876, I was furnished with a

extract of the Proceedings, held on the 16th of that month *thanking* me for what I had brought to the notice of the Board, but I am not satisfied with such thanks, and wish to be informed in the interests of the Shareholders, (of whom I am one,) what investigation, (if any) Mr. Abraham has made, and the result of such.

I have written 4 or 5 letters to the Agent yesterday or the day before, on important matters relative to the Bank, and have in each letter requested him to send the same to you.

Please cause this letter to be forwarded and read, before the next General Meeting of the Shareholders, for their information.

I remain,
Gentlemen,
Yours faithfully,
H. C. GOOCH,
Bank Pleader, and Shareholder.

R.

Report

To be submitted to the Shareholders at the General Meeting.

SMALL CAUSE COURT.
No. 5146 of 1875.

The Bangalore Bank *vs.* 1. Syed Inayath Alli Saib.
2. Abdool Mussud Khan.

Record stands thus :—

2nd Defendant *Exparte.*

Fresh Summons against 1st Defendant on house. Adjourned till 4th October 1875.

1st Defendant *Exparte.*

Plaintiff sworn Rs. 563-15-6 due on Pro-note for Rs. 450 executed by both Defendants.

Judgment for Plaintiff	...Rs.	563 15	6
Costs	.... „	52 12	0
Rupees...		616 11	6

With further interest at 12 per cent till date of payment. The date of Decree,
4th October 1875.

The Plaint is dated 22nd September 1875. It is written by one of the writers of the Bank, without the information of the Bank's Pleader, (Mr. Gooch) who had been appointed as such, in *February* 1875.

The Plaint appears to have been presented in much haste to the Registrar, with a verbal request for an early date of hearing (without the knowledge of the Pleader), and such request, was complied with, by the Registrar making the Summonses returnable on the *28th September* 1875. No Vakatalnamah was given to Mr. Gooch, till the *4th October* 1875.

The parties sued, are the Drawers only. The Endorser, Shaik Hoossain Saib, *has been omitted in the Plaint*, and is therefore not sued, but the reason for this is unknown to the Bank Pleader. Many important questions must arise with reference to the Endorser. Who is he? Where is he? Is he alive or dead? If alive, what are his circumstances? If dead, when did he die? Was he alive when the suit was instituted? This is an instance, of disgraceful delay, and of the great danger, and almost certain loss, which are the natural consequences of such delay. Is this the only instance? Might there not be many others very similar? Who has been the cause of this delay? Who is now answerable to the Shareholders, if the amount be not recovered?

The Pro-note sued on, is dated 9th July 1873. Due date 9-12 October 1873, so that when the suit was instituted, the Pro-note *was nearly two years overdue, with not a pie of either Principal or interest paid thereon.*

A Goods Warrant was issued by the Small Cause Court

on the 8th September 1876, (against which of the Defendants is unknown to the Pleader), that warrant returned *unserved*. Subsequently, the Decree in this suit was transferred to the Judicial Assistant Commissioner's Court, for execution against the immoveable property of 1st Defendant, now deceased.

Now arises a question, as to why the decree amount was not recovered, from the 2nd Defendant. What is he? Where was he after decree? Was he personally served with the Summons, as must be understood from the record? What were then, and what are now his circumstances? Was he then able to pay? If this 2nd Defendant was not, at that time, well able to pay the Decree, why was the Endorser Shaik Hoossain Saib let off entirely by not having been made a party to the suit? Why was he ever taken as an Endorser?

Mr. Lazaro, the Pleader, on behalf of Emaum Bee, the widow and legal representative of the late 1st Defendant, deceased, has written the following letter to the Bank Pleader, Mr. Gooch, to whom he has forwarded a copy of Certificate of death, of the said late 1st Defendant, and a copy of the widow's Petition, as herewith shewn, as follows:—

COPY.

Bangalore, 26*th May* 1877.

H. C. GOOCH, Esq.,
Pleader, Bangalore Bank, (Limited).

DEAR SIR,

Re Suits 5146 and 5147 of 1875.

I beg to enclose a copy of the Petition and Certificate therein referred to, filed herein yesterday in the Court of Small Causes, to set aside the Decrees in the above suits.

Please note that this application will be heard on the 29th Instant.

I am,
Yours faithfully,
(Signed) JOHN A. LAZARO,

COPY,

No. 544.

This is to certify that Syed Enoyet Ally, a prisoner on remand from Police, was received into Her Majesty's Penitentiary, Madras, on the 13th September 1875, and remained in custody till the 19th September 1875, on which date he died in the Hospital attached to Her Majesty's Penitentiary.

(Signed) W. H. HALLET,
Supt. of Prisons,
for the Town of Madras.

H. M.'s Penitentiary,
Madras, 22*nd May* 1877.

COPY,

IN THE COURT OF SMALL CAUSES.

Suit No. 5146 *of* 1875.

The Bangalore Bank, (Ld). *vs.* 1 Syed Inait Ally Saib.
2 Abul Massed Khan.

The humble Petition of EMAUM BEE, Widow of the deceased SYED INAIT ALLY SAIB.

SHEWETH,

That the Plaintiff filed a suit against the 1st Defendant, herein, on the 23*rd September* 1875, and obtained a Decree against him on the 4th October 1875, for Rs. 616-11-6.

2. That the 1st Defendant died in the Hospital attached to Her Majesty's Penitentiary at Madras, on the 19th September 1875, and in proof thereof, your Petitioner begs to annex a Certificate of death, duly signed by the Superintendent of Prisons for the Town of Madras.

3. That the said decree and all proceedings had

thereon, are void *ab initio*, by reason of the suit having been instituted against the 1st Defendant after his death.

4. That your Petitioner has good reason to believe that the Pro-note sued on, was not executed by her late husband the 1st Defendant, and that his signature to the said note is a forgery.

5. That your Petitioner only became aware of the decree herein on the receipt of a revival notice from the Judicial Assistant's Court, Bangalore.

Your Petitioner therefore Prays, that this Court will be pleased to set aside the decree thus fraudulently and wrongfully obtained against her late husband the 1st Defendant. And your Petitioner shall ever pray &c.

(Signed) EMAUM BEE.

In the interests of the Shareholders, I beg to request of the Gentlemen of the Sub-Committee, to bring this to the notice of the Shareholders at the next General Meeting, when I wish it to be read.

H. C. GOOCH,
Bank Pleader, and Shareholder.
26th May 1877

To

T. T. LEONARD ESQ., AND
R. B. ARCOT NARRAINSAWMY MOODR.,
Bangalore.

Report.

To be submitted to the Shareholders at the General Meeting.

SMALL CAUSE COURT.

Suit No. 5147 *of* 1875.

The Bangalore Bank *vs.* 1. Abdool Massed Khan.
2. Syed Inayath Alli Saib.

Fresh Summons against 2nd Defendant on house, adjourned to 4th October 1875.

28—9—75.

Plaintiff Rs. 433-5-3 due on Pro-note A executed by Defendants.

Judgment	...Rs. 433	5	8
Costs	... ,, 42	8	0
	Rs...475	13	3

With further interest at 12 per cent till payment.

4th October 1875.

In this case, the Pro-Note sued on was endorsed by one Moothoosawmy Moodelliar, who has been *omitted.* The reason for his not having been sued is unknown to the Bank Pleader.

The Pro-Note sued on is dated 18th October 1872 ...	...Rs. 350	0	0
The interest sued for in Plaint is ... ,,	83	5	3
The value of Suit is Rs...	433	5	3

This suit was instituted, without the knowledge of Mr. Gooch, in the same manner and at the same time as suit 5146 of 1875 against the same Defendants. The Remarks made in the Report to Suit 5146 of 1875 (herewith sent) are applicable to this case, in almost every detail; and so also, the papers sent by Mr. Lazaro to Mr. Gooch.

In the interests of the Shareholders, I beg to request of the Gentlemen of the Sub-Committee, to bring this to the Notice of the Shareholders at the next General Meeting, when I wish it to be read.

H. C. GOOCH,
Bank Pleader, and Shareholder.
26th May 1877.

To

T. T. LEONARD Esq., AND
R. B. ARCOT NARRAINSAWMY MOODR.,
Bangalore.

S.

BANGALORE, *5th January*, 1877.

To

N. R. BAIN ESQ.
Agent, Bangalore Bank, Limited.

HONORED SIR,

I am sorry to acquaint you that I am unwell to attend to Office for more few days on account of a death occurred in my House, and in reply to the Extract of the Proceedings of the Directors I beg to acquaint you that I will recover the Overdue Pro-Notes passed thro me without renewing them, within a month from this date and if the Directors further think it necessary to provide Security I beg to know the Form of a Bond and as well as the nature of Security.

I beg to remain,
Honored Sir,
Your Most Obedient Servant,
T. NUNJUNDA MOODR.

T.

BANGALORE BANK (LIMITED),
Bangalore, *12th June* 1877.

Memo.

I have already replied to the question put to me that I shall not guarantee the payment of all Overdue Pro-Notes exceeding Rs. 1000 but will most honestly do all that lies in my power to recover the whole of the liabilities due to the Bank. It would be a precedent unknown in any other Bank. I fully believe that all the Overdue Notes mentioned in the Overdue list, will be paid in the usual way either by renewal or by direct payment. The Notes generally have the endorsement of supposed wealthy men.

I am not aware that I have exceeded my power in any matter. Anything that I have done, has been bona-fide and always under the impression that I was doing the best for the Bank. I refer the two Gentlemen who have been requested by the Shareholders to assist the Directors in the present enquiry to the Power of Attorney granted to me when I first took up the Managership of the Bank, which was then in a very much worse condition than it is now. If the Business of the Bank were more confined to the Bank Table than to the Bazaar in which lately every constituent's liabilities have been discussed by Directors with those who have no interest in the Banks concern, it would be much more to the interests of the Bank than it is at present; as of course in these matters a little truth may be told and very often or rather more frequently much untruth and great exaggeration.

N. R. BAIN.

U.

MY DEAR LEONARD,

As P. Kistnaswamy has declined to stand as personal security for the Cashkeeper for Rs. 2000, I am prepared to stand in his stead.

Yours faithfully
F. N. ABRAHAM.

18—6—77.

V.

MESSRS T. T. LEONARD, AND
R. B. A. NARRAINSAWMY MOODR.

GENTLEMEN,

I have already explained my reasons why I will not guarantee in writing, the payment of Pro-Notes over Rupees 1000. Some of those which appear large, are overdue by parties supposed by all to be wealthy, and consequently,

I have every reason to believe will pay their Notes either by renewal or by payment in full. The state of the money market at present is such, that even monied men, feel a difficulty in paying their liabilities and were I to act harshly with them and enforce immediate payment, it might be to their loss of reputation, their ruin, and disgrace, besides which, the Bank might lose quite unnecessarily from such treatment. Patience on my part, can hardly be considered imprudence. It is well known that there are one or two Directors who have themselves advanced in one sum more than the whole amount due by one or two of those men who have overdue Notes to the Bank. I mention this to show whatever may be said by them that they have no fear of their money being lost, as they well know that these parties have over-due Pro-Notes in the Bank. I am sorry that I should be accused of inconsistency by you, with a threat that my inconsistency will be brought to the notice of the Shareholders. I am not aware of any inconsistency in my conduct as the only parties named to me by the Directors were T. Soobbunna, for my having given Rs. 3,000 on good security, which has been paid, and which I guaranteed and Mr. Wallace for Rupees 2,300 who has paid his liabilities to a large amount which also I guaranteed and which I shall see paid in full.

For the other gentlemen whose names appear in the over-due list there would be no difficulty in guaranteeing the payment as they are the most respectable men in Bangalore and doubtless, they will settle their Notes in a short time either by a renewal or by a payment in full, but what I am requested to do is what I consider unprecedented in an Agent to be asked to guarantee on paper the payment of the Pro-Notes of such men as Mr. Mergler, Mr. Arnachellum, Mr. Arathoon and Mr. Ross. If they knew that I had done such a thing they would most probably consider it an insult and an intended slur put on their solvency.

I remain
Gentlemen,
Your obedient servant
N. R. BAIN,
Agent.

BANGALORE BANK, LIMITED,
18th June 1877.

COPY.

Wednesday Afternoon 15th 4 P. M.

MY DEAR MR. ABRAHAM:

The following were some of the points urged by me for the consideration of the Directors last evening.

Yours Truly
(Signed) H. C. GOOCH.

1. That the presence of the Agent at every Meeting, and of the Pleader as often as possible, would be beneficial.

2. Non-recovery of Interest on sums over due. With but few exceptions, (perhaps not one exception,) when suits filed, Interest charged *from due date* till date of Plaint. Great risk and great *loss*.

3. The Bank Establishment should have earnestness in keeping with the Agent's and Pleader's zeal, for the recovery of outstandings, the Cashkeeper cannot have been active in recovering such, but rather seems to entertain an opposition spirit against suits being filed, after he has shown his inability to recover.

4. When I have prepared in great haste, a batch of Plaints for Small Cause Court, there has been delay in filing. Result, some settled, others renewed, and remainder filed. Why not paid up or renewed, as the case may be, *before that*? Shows disregard for Bank, and obstinacy on part of debtors.

5. Cashkeeper's system of putting new P. N's, before Agent, without giving proof to that gentleman that the money may be safely lent.

Such are presented with Cashkeeper's *verbal* assurance of Yes sir, all right sir, good man, respectable man, merchant:—

There is great danger in all this.

6. Bank's lenient rule of debtors paying 25 per cent of Principal, with privilege of renewing, utterly disregarded by

debtors. This should shew that Debtors don't feel much inclined to pay the *whole*.

7. No Defaulter's list to guide the Agent, why should some individual's name be taken on Pro Notes if he is already a Defaulter ?

8. My anxiety about execution of Decrees, and Bank does not keep me informed, as to what is the final result of the suits filed.

9. No sowcar, or private money lender would risk his capital in loans as the Bank does.

10. Why are new Pro Notes taken *after decree*, for judgment debt and *costs*? When this is done, can it be shown that any new, and better, richer, and more reliable person's name has been *added*. If so, what does this prove ? and if not, why not ?

11. Why are not instalment Bonds taken for small loans, *instead of Pro Notes* ? Why are Pro Notes taken from people who may be, nay must be, *hard up*, to get married, to bury their grandmothers, or to open a chilly bazaar, and thus become "Curry stuff merchant"?

12. What is now outstanding on Pro Notes *alone* ? How many of them are more than a year, or two years *overdue, without even a pie of interest paid thereon* ?

13. Sometimes, in Small Cause Court, some fellow is unserved. Result ; Cashkeeper, who represents the Bank at the time, directs me to accept Decree against those only, (may be one) who have been served. What does this show? Why was the name of the fellow so let off, ever taken ? If those who are said to be served with summons, are so pukkah, why have they not paid up long ago? It would be worth while for the Agent and Directors to look up the Books, find this out, and see what has been the upshot *since Decree*.

14. Looking at the dreadful state of non-payments by Debtors, there seems to be much reason to fear, that many of the Bank's debtors are either "paupers" or "pokeries," but, it is for the Directors to find out which, as it is impossible for the lawyer to inform them.

15. There is reason to fear, that some worthless parties are sued. One was a prisoner in Trichinopoly Central Jail, and the other a prisoner in Tanjore Jail. Were they worth powder and shot? Cashkeeper should answer this, and prove *now, in all Decrees not yet executed,* that all those debtors can pay. If they cannot, why and how long ago did he recommend them for loans?

I really think, the Cashkeeper should make good the amounts of the Decrees to Bank.

16. I think the Loan Bonds of the Bank need *immediate* attention, and most serious looking into, both in regard to Principal and interest. Some of them may not be safe debts.

(Signed) H. C. GOOCH.

15-11-76.

(True Copy)

H. C. GOOCH,

25th May 1877.

REGULATIONS

FOR THE MANAGEMENT OF THE

Bangalore Bank Limited.

WHICH BANK WAS ESTABLISHED ON THE 1ST OCTOBER 1862, AND REGISTERED FINALLY UNDER THE INDIAN COMPANIES' ACT, OR ACT X. OF 1866. AT BANGALORE ON THE 5TH FEBRUARY 1869.

The Capital of the Bangalore Bank Limited being restricted to

SEVEN HUNDRED THOUSAND RUPEES.

CONSISTING OF

THREE THOUSAND FIVE HUNDRED SHARES OF TWO HUNDRED RUPEES EACH

BANGALORE:

PRINTED AT THE COLUMBIAN PRESS.

1873.

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BANGALORE:

PRINTED AT THE COLUMBIAN PRESS.

1873.

The Bangalore Bank Limited.

DIRECTORS.

F. N. Abraham, Esq. President.
J. Royle, Esq.
Rev. C. Franklin.
M. Ry. R. V. Arroonachellam Moodr.
" P. Sadaseeva Moodr.
" V. Sabaputty Moodr.
" V. Govindoo Chetty.

AGENT.

Mr. N. R. Bain.

ACCOUNTANT

M. R. Ry T. Nunjoonda Moodr.

CASHIER.

" G. Vencataroyloo Chetty.

REGULATIONS

OF THE

Bangalore Bank Limited.

Shares.

I. That the Rules proposed at an extraordinary General Meeting of the Shareholders held on the 18th May 1872, be cancelled, and the Rules about to be read at this meeting be adopted as the standing Rules of the Bank.

II. If several persons are registered as joint holders of any share, any one of such persons may give effectual receipts for any dividend payable in respect of such share.

III. Every Member shall, on payment of eight annas be entitled to a certificate, under the common seal of the Company, and with not less than the signatures of three Directors, specifying the share or shares held by him, and the amount paid thereon.

If such certificate is worn out or lost, it may be renewed, on payment of eight annas.

Calls on Shares.

IV. The Directors may from time to time make such calls upon the Members in respect of all monies unpaid on their shares as they think

fit, provided that each of such calls shall not exceed 25 per Cent of the whole share at a time, and that not less than forty five days notice is given of each call: and each Member shall be liable to pay the amount of calls so made to the persons and at the times and places appointed by the Directors.

V. A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed.

VI. If the call payable in respect of any share is not paid before, or on the day appointed for payment thereof, the holder for the time being of such share shall be liable to pay interest for the same at the rate of nine per cent per annum from the day appointed for the payment thereof to the time of the actual payment.

VII. The Directors may, if they think fit, receive from any Member willing to advance the same all, or any part of the monies due upon the shares held by him, beyond the sums actually called for, and such Member shall be entitled to the full participation of the dividends he may be entitled to in common with other Members.

Transfers of Shares.

VIII. The instrument of transfer of any share in the Company shall be executed both by the transferer and transferee, and the transferer shall be deemed to remain a holder of such share until the name of the transferee is entered in the register book in respect thereof.

IX. Shares in the Company shall be transferred in the following form :—

Transferred to A. B.
from C. D.
from

AGENT.

X. The Directors may decline to register the transfer of shares made by a Member who is indebted to the Bank.

XI. The transfer books shall be closed during the fourteen days immediately preceding the ordinary general meeting in each year.

Transmission of Shares.

XII. The executors or administrators of a deceased member shall be the only persons recognized by the Company as having any title to his share.

XIII. Any person becoming entitled to a share in consequence of the death, bankruptcy, or insolvency of any Member, or in consequence of the marriage of any female member, may be registered as a Member, upon such evidence being produced as may from time to time be required by the Directors.

XIV. Any person who has become entitled to a share in consequence of the death, bankruptcy, or insolvency of any Member, or in consequence of the marriage of any female Member may, instead of being registered himself, elect to have some person to be named by him registered as a transferee of such share

XV. The person so becoming entitled shall testify such election by executing to his nominee an instrument of transfer of such share.

XVI. The instrument of transfer shall be presented to the Company, together with such evidence as the Directors may require to prove the title of the transferee, and thereupon the Company shall register the transferee as a Member.

Forfeiture of Shares.

XVII. If any Member fails to pay any call on the day appointed for payment thereof, the Directors may, at any time thereafter, during such time as the call remains unpaid, serve a notice on him requiring him to pay such call, together with interest and any expense that may have accrued by reason of such non-payment.

XVIII. The notice shall name a further day, on or before which such call, and all interest and expenses that have accrued by reason of such non-payment, are to be paid. It shall also name the place where payment is to be made. The notice shall also state that, in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call was made will be liable to be forfeited.

XIX. If the requisitions of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may

at any time thereafter, before payment of all calls, interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect.

XX. Any share so forfeited shall be deemed to be the property of the Company, and may be disposed of in such manner as the shareholders at an Extraordinary meeting may think fit.

XXI. Any Member whose shares have been forfeited shall notwithstanding be liable to pay to the Company all calls owing upon such shares at the time of the forfeiture.

XXII. A solemn declaration in writing, made before a Magistrate, that the call in respect of a share was made and notice thereof given, and that default in payment of the call was made, and that the forfeiture of the share was made by a resolution of the Directors to that effect, shall be sufficient evidence of the facts therein stated, as against all persons entitled to such share, and such declaration and the receipt of the Company for the price of such share shall constitute a good title to such share, and a certificate of proprietorship shall be delivered to a purchaser, and thereupon he shall be deemed the holder of such share discharged from all calls due prior to such purchase, and he shall not be bound to see to the application of the purchase-money, nor shall his title to such share be affected by any irregularity in the proceedings in reference to such sale.

Increase in Capital.

XXIII. The Directors may with the sanction of a special resolution of the Company previously given in general meeting increase its Capital by the issue of new shares, such aggregate increase to be of such amount, and to be divided into shares of such respective amounts, as the Company in general meeting directs, or, if no direction is given, as the Directors think expedient.

XXIV. Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Members in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the member is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined; and after the expiration of such time, or on the receipt of an intimation from the member to whom such notice is given, that he declines to accept the shares offered, the Directors may dispose of the same in such manner as they think most beneficial to the Company.

XXV. Any Capital raised by the creation of new shares shall be considered as part of the original Capital, and shall be subject to the same provisions with reference to the payment of calls, and the forfeiture of shares on non-payment of calls, or otherwise, as if it had been part of the original Capital.

General Meetings.

XXVI. A general meeting shall be held as soon after the second Saturday in January in every year as possible at such place as may be determined by the Directors.

XXVII. The above mentioned general meeting shall he called the Ordinary meeting, all other general meetings shall be called Extraordinary.

XXVIII. Any four of the Directors may, whenever they think fit, or on the requisition made in writing by any twenty Members possessing aggregately not less than one hundred paid up shares, convene an Extraordinary General Meeting.

XXIX. Any requisition made by the members shall express the object of the meeting proposed to be called, and shall be left at the registered Office of the Bank.

XXX. Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting. If they do not proceed to convene the same within twenty one days from the date of the requisition, the requisitionists or any other Members amounting to the required number, may themselves convene an Extraordinary General Meeting.

Proceedings at General Meetings.

XXXI. Seven day's notice at the least, specifying the place, the day, and the hour of meeting, and in case of special business the general

nature of such business, shall be given to the Members in manner hereinafter mentioned, as well as by advertisements published in the local journals; but the non-receipt of such notice by any Member shall not invalidate the proceedings at any general meeting.

XXXII. All business shall be deemed special that is transacted at an Extraordinary meeting, and all that is transacted at an Ordinary Meeting, with the exception of sanctioning a dividend, and the consideration of the accounts, balance sheet, and the full and Distinct report of the Directors, on the Transactions of the Bank during the past year.

XXXIII. No business shall be transacted at any general meeting, except the declaration of a dividend, unless a quorum consisting of not less than twenty Members is present at the time when the meeting proceeds to business.

XXXIV. If within one hour from the time appointed for the meeting, a quorum is not present, the meeting if convened upon the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to any day in next week, at any time and at the same place; and if at such adjourned meeting a quorum is not present, it shall be adjourned *sine die*.

XXXV. The Chairman of the Board of Directors shall preside as Chairman at every General Meeting.

XXXVI. If, at any meeting the Chairman of the Board is not present within fifteen minutes after the time appointed for holding the meeting, the Members present shall choose some one of their number to be Chairman.

XXXVII. The Chairman may, with the consent of the meeting, adjourn any meeting from time to time and from place to place: but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

XXXVIII At any general meeting, unless a poll is demanded by at least five Members, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the book of proceedings of the Company, shall be sufficient evidence of the fact, without proof of the number or proportion of the votes recorded in favour or against such resolution.

XXXIX. If a poll is demanded by five or more Members it shall be taken in such manner as the Chairman directs, and the result of such poll shall be deemed to be the resolution of the Company in General Meeting. In the case of an equality of votes at any general meeting, the chairman shall be entitled to a second or casting vote.

XL. That at all General and Extraordinary Meetings, proprietors entitled to vote under the foregoing rules shall vote according to the following scale.

Proprietors of	5 Shares	entitled to	1 Vote
Do	of 10	do	2 do.
Do	of 15	do	3 do.
Do	of 20	do	4 do.

and no proprietor shall be entitled to more than four votes.

XLI. If any Member is a lunatic or idiot, he may vote by his Committee, or other legal Curator; and if any member is a minor, he may vote by his guardian, or any one of his guardians if more than one.

XLII If one or more persons are jointly entitled to a share or shares, the Member whose name stands first in the Register of Members as one of the holders of such share or shares, and no other, shall be entitled to vote in respect of the same.

XLIII. No Member shall be entitled to vote at any General Meeting unless all calls due from him have been paid, and no member shall be entitled to vote, in respect of any share that he has acquired by transfer, unless such transfer shall have been completed at least three months previously to the time of holding the meeting at which he proposes to vote.

XLIV. Votes can only be given personally, or by proxy.

XLV. The instrument appointing a proxy shall be in writing under the hand of the appointer, or if such appointer is a corporation, under

their common seal, and shall be attested by one or more witness or witnesses, no person shall be appointed a proxy who is not a member of the Company.

XLVI. The instrument appointing a proxy shall be deposited at the registered office of the company not less then three days before the time, for holding the meeting at which the person named in such instrument proposes to vote; but no instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution but those in England or away from India a General Power will stand good always.

XLVII. Any instrument appointing a proxy shall be in the following form :—

XLVIII. Bangalore Bank Limited I. of being a member of Bangalore Bank Limited and entitled to votes hereby appoint of as my proxy to vote for me and on my behalf at the Ordinary or Extraordinary General Meeting of the Bangalore Bank Limited to be held on the and at any adjournment thereof (———) ? As witness my hand this day of
Signed by the said in the presence of

XLIX. Agent and paid officials shall not hold any Proxy votes.

Directors.

L. No Member shall be eligible to fill the Office of Director unless he be the Proprietor of ten paid up full shares of the Capital stock of the Bank. And such shares shall be un-encumbered and held *bona fide* by such Member during the whole term of his incumbency as director.

LI. The Board of Directors to be composed of seven in number, elected at the Ordinary general meeting. Of these three shall be European or East Indians and four Natives.

LII. If any Director fails to attend three successive meetings he forfeits his seat unless he obtains leave from the Board of Directors.

Powers of Directors.

LIII. The business of the Company shall be managed by the Directors, who may exercise all such powers of the Company as are not by the foregoing Act, or by these Rules, required to be exercised by the Company in general meeting, subject nevertheless to any of these Rules, to the provisions of the foregoing Act, and to such Rules, not being inconsistent with the aforesaid provisions, as may be prescribed by the Company in general meeting; but no Rule made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if such Rule had not been made.

LIV. The continuing Directors may act notwithstanding any vacancy occurring in their body.

LV. The appointment or dismissal of the Agent of the Bank shall be left with the Directors subject to the approval of the members at an Extraordinary General Meeting.

LVI. The Directors shall have power to appoint such officers as may be necessary to conduct the business of the Bank, and to remove any officer, (Except Agent under Para 55) and to fix the salaries of such officers provided that the whole expense of the Establishment of the said Bank, including office rent shall not in any one year, exceed 7200 Rupees, without previous authority from the General Meeting of the Proprietors.

Disqualification of Directors.

LVII. The office of Director shall be vacated, If he hold any other office or place of profit under the Company.

LVIII. If he becomes bankrupt or insolvent.

Rotation of Directors.

LIX. At the annual ordinary General Meeting of each year two of the Directors last on the list shall retire from office.

LX. A retiring Director shall be re-eligible.

LXI. The Company at the General Meeting at which any Directors retire in manner aforesaid shall fill up the vacated offices by electing a like number of persons who shall be put at the head of the list

LXII. If at any meeting at which an election of Directors ought to take place, the places of the vacating Directors are not filled up, the meeting shall stand adjourned till the same day in the next week, at the same time and place; and if at such adjourned meeting the places of the vacating Directors are not filled up, the vacating Directors, or such of them as have not had their places filled up, shall continue in office until the Ordinary meeting in the next year, and so on from time to time until their places are filled up.

LXIII. The Company may from time to time, in General Meeting, increase or reduce the number of Directors, and may also determine in what rotation such increased or reduced number is to go out of office.

LXIV. Any casual vacancy occurring in the Board of directors may be filled up by the Directors, but any person so chosen shall retain his office only until the next general meeting takes place.

Proceedings of Directors.

LXV. The Directors shall meet not less than twice a month at the registered office of the Company, for the despatch of business. They shall adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes, the chairman shall have a second or casting vote. A Director

may at any time summon a meeting of the Directors.

LXVI. The Directors may elect a Chairman at their meetings, and determine the period for which he is to hold office; but if no such Chairman is elected, or if at any meeting the Chairman is not present at any time appointed for holding the same, the Directors present shall choose some one of their number to be chairman of such meeting.

LXVII. The presence of not less than four Directors shall be necessary to form a quorum for the transaction of business.

LXVIII. The Directors may delegate any of their powers to Committees consisting of such Member or Members of their body as they think fit. Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulation that may be imposed on it by the Directors.

LXIX. A Committe may elect a Chairman of its meetings. If no such Chairman is elected, or if he is not present at the time appointed for holding the same, the members present shall choose one of their number to be chairman of such meeting.

LXX. A Committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present; and in cases of an equality of votes the Chairman shall have a second or casting vote.

LXXI. All acts done by any meeting of the Directors, or by any person acting as a Director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

Business of the Bank.

LXXII. The Bangalore Bank Limited shall not be engaged in any kind of business, except the kinds of business hereafter specified, that is to say :—

1st. The discounting of negotiable securities

2nd. The keeping of Cash Accounts, including the realization of Dividends and Interest on Government Securities to the credit of Constituents of the Bank.

3rd. Buying and Selling of Indian and Foreign Bills of Exchange payable in India, and in England on approved Securities.

4th. The lending of Money on short loans.

5th. The Buying and selling of Bullion and Government Securities.

6th The receiving of Deposits.

7th. The selling of Properties or Securities deposited in the Bank as security for Loans and not redeemed, or of Properties or Securities recovered by the Bank in satisfaction of Debts or Claims.

LXXIII. That the Bank shall be competent to acquire and hold either absolutely or conditionally for a time or in perpetuity any description of Property whatever, and to transfer and convey the same.

LXXIV. The Bank shall discount no negotiable Security, and make no Loan, unless the amount of Cash in possession of the said Bank, and immediately available, shall be equal to at least one fourth of all the claims against the said Bank outstanding for the time being, and payable on demand.

LXXV. The Bank shall not discount any Negotiable Securities which shall have a longer period to run than three months, or lend any money for a longer period than twelve months. and that they shall make no loan or advance on any negotiable Security of any Individual or Partnership Firm, which shall not carry on it the several responsibilities of at least two Persons or Firms unconnected with each other in general Partnership; nor be in advance, at one and the same time, to any Individual or Partnership Firm, either by way of discount loan, or in any other manner (saving by loans upon the deposit of Government Securities, or landed Property, or Bank shares, or Goods not perishable as hereinafter mentioned) beyond the amount of Twenty thousand Rupees altogether.

LXXVI. The Bank shall make no loan other than such loans as are described in the Clause next preceding except on deposit of Public Secu-

rities in the full amount of the loan, and which Public Securities shall be so endorsed or transferred as to put them at the absolute disposal of the said Bank, or on deposit of Title Deeds of Houses or Lands situated within the limits of the municipality of Bangalore, or on Bank shares, or on Goods not of a perishable nature, and of an estimated value exceeding the amount of the loan by at least one third at the descretion of the Directors.

Establishment.

LXXVII. The whole expense of the establishment for transacting the business of the said Bank, including Office rent, shall not in any one year, exceed 7200 Rupees, without previous authority from the Members at a General Meeting.

LXXVIII. That each of the officials employed to transact the business of the said Bank shall give security to the Directors for the faithful discharge of their duties in sums as may be decided by their orders.

Dividends.

LXXIX. The Directors may, with the sanction of the Company in General Meeting, declare a dividend to be paid to the members in proportion to their shares.

LXXX. No dividend shall be payable except out of the profits arising from the business of the Company.

LXXXI. The Directors, shall before recommending any dividend, subject to the control and sanction of the Members at the General Meeting, set apart from the profits a sum as they think fit to a Reserve against Contingencies.

LXXXII. The Directors shall invest the sum so set apart as a reserved fund in Government Securities.

LXXXIII. The Directors may deduct from the dividends payable to any Member all such sums of money as may be due from him to the Company on account of calls or otherwise.

LXXXIV. Notice of any dividend that may have been declared shall be given to each Member in a manner hereafter mentioned: and all dividends unclaimed for three years after having been declared, may be forfeited by the Directors for the benefit of the Company.

LXXXV No dividend shall bear interest as against the Company.

Accounts.

LXXXVI. The Directors shall cause true accounts to be kept.

Of the Capital Stock of the Company;

Of the sums of money received and expended by the Company, and the matters in respect of which such receipt and expenditure takes place; and

Of the credits and liabilities of the Company.

The Books of account shall be kept at the registered office of the Company and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed by the Company in General Meeting, shall be open to the inspection of the Members during the hours of business.

LXXXVII. Once at the least in every year, the Directors shall lay before the Company in General Meeting a statemant of the income and expenditure for the past year.

LXXXVIII. The statement so made shall be so arranged under the most convenient heads, the amount of gross income, distinguishing the several sources from which it has been derived, and the amount of gross expenditure, distinguishing the expense of the establishment, salaries and other like matters. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting.

LXXXIX. A balance-sheet shall be made out in every year, and laid before the Company in General Meeting, and such balance-sheet shall contain a summary of the property and liabilities of the Company.

XC. A printed copy of such balance sheet shall, seven days previously to such meeting, be served on every Member in the manner in which notices are hereinafter directed to be served.

Audit.

XCI. Twice in every year, the Accounts of the said Bank shall be examined, and the correctness of the balance sheet ascertained by one or more auditor or auditors; who shall be appointed by the Members in General Meeting.

XCII. If one Auditor only is appointed, all the provisions herein contained relating to Auditors shall apply to him.

XCIII. The Auditors may be Members of the Company; but no person is eligible as an Auditor who is interested otherwise than as a Member in any transaction of the Company; and no Director or other Officer of the Company is eligible during his continuance in office.

XCIV. The election of Auditors shall be made by the Members in their Ordinary Meeting in each year.

XCV. The remuneration of the Auditors shall be fixed by the Members in General Meeting.

XCVI. Any Auditor shall be re-eligible on his quitting Office.

XCVII. If any casual vacancy occurs in the Office of any Auditor appointed by the Company, the Directors shall forthwith call an Extraordinary General Meeting for the purpose of supplying the same.

XCVIII. If no election of Auditors is made in manner aforesaid, the Local Government may, on the application of not less than five Members

of the Company, appoint an Auditor for the current year, and fix the remuneration to be paid to him by the Company for his services.

XCIX. Every Auditor shall be supplied with a copy of the balance-sheet, and it shall be his duty to examine the same with the accounts and vouchers relating thereto.

C. Every Auditor shall have a list delivered to him of all books kept by the Company, and shall at all reasonable times have access to the books and accounts of the Company. He may at the expense of the Company, employ accountants or other persons to assist him in investigating such accounts and he may in relation to such accounts examine the Directors or any other Officer of the Company.

CI. The Auditors shall make a report to the Members upon the balance-sheet and accounts, and in every such report they shall state whether, in their opinion, the balance sheet is a full and fair balance-sheet, containing the particulars required by these Rules, and properly drawn up so as to exhibit a true and correct view of the state of the Company's affairs; and in case they have called for explanations or information from the directors, whether such explanations or information have or has been given by the Directors, and whether they or it have or has been satisfactory. Such report shall be read, together with the report of the Directors, at the Ordinary Meeting.

Notice.

CII. A Notice may be served by the Company upon any Member either personally or by sending it through the Post in a letter addressed to such Member at his registered place of abode.

CIII. All Notices directed to be given to the Members, with respect to any share to which persons are jointly entitled, shall be given to whichever of such persons is named first in the register of Members; and notice so given shall be sufficient notice to all the holders of such share.

CIV. Any notice, if served by the Post, shall be deemed to have been served at the time when the letter containing the same would be delivered in the ordinary course of the Post; and in proving such service it shall be sufficient to prove that the letter containing the notices was properly addressed and put into the Post Office under registered cover.

FINIS.

REPORTS

OF

THE DIRECTORS, AGENT, AND AUDITORS

OF

The Bangalore Bank, Limited.

FOR

1876.

BANGALORE:

PRINTED AT THE CAXTON PRESS,

10, SOUTH PARADE,

1877.

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Agent's Annual Report for 1876.

The Statement Book of the Bank Accounts is on the Table, the Headings as follow with reference to Folios and particulars are shown

			Rs.	A.	P
Folios	207/214 to	Shareholders 261	6,63,279	2	8
„	218	Fixed Deposits 3 %	25,328	13	7
„	219	Do 5 %	63,040	6	5
„	220	Do 4 %	26,601	4	9
„	223/228 to	Current Account	67,264	2	3
„	231/234 to	Suspense Account	23,312	2	11
„	236	Unclaimed Dividend	2,454	7	0
„	240/247 to	Law Charges	17,948	14	9
„	252/291 to	Pro Notes	5,04,214	14	3
	296/299 to	Loan Account	2,57,919	11	7
	302	Cash Credits	14,191	3	2
„	303/307 to	Charges Account	3,951	2	3
„	308	Bills for Collection	5,520	0	0
„	311	Government Securities 4 % ...	53,000	0	0
„	„	Do 4½ % ...	6,000	0	0
„	313	Landed Properties	22,747	6	7
„	314	Furniture List			
„	315	Overdue Pro Notes	1,41,026	2	9

The Profit and Loss Account is placed on the Table, by which it will be seen that a sum of Rs. 30,960 may be distributed as the Directors may deem advisable.

If a Dividend is declared at 8 per cent a surplus will remain of Rs. 4429 to be appropriated to bad debts, if at 8½ per cent, there will remain Rs. 2771 and if at 9 per cent, there will be a balance of Rs. 1113 in favor of the Surplus Fund.

SHAREHOLDERS.—On the 1st January 1876, there were on the List 261; on the 1st July 1876, 263; shewing a decrease of 2 on the 1st January 1877.

FIXED DEPOSITS 3 PER CENT.—On the 1st January 1876 there was Rs. 20,586-15-8 at Credit on that account. On the 1st July, only Rs. 7,304-13-0, showing a difference of Rs. 13,282-2-8, and on the 1st January 1877 we have Rs. 25,328-13-7, shewing an increase during the last 6 months of Rs. 18,024-0-7.

FIXED DEPOSITS 4 PER CENT.—On the 1st January 1876 we had Rs. 131,940-6-5 at Credit of that account. On the 1st July Rs. 112,940-12-10, and on the 31st December 1876, only Rs. 26,601-4-9; shewing a loss in the account on the first half year of Rs. 18,999-9-7, and on the last half year of Rs. 86,339-8-1.

FIXED DEPOSITS 5 PER CENT.—On the 1st January 1876 there was at Credit of that account Rs. 60,712-7 On the 1st July no increase, and on the 31st December the amount at Credit was Rs. 63,040-6-5, shewing, an increase of Rs. 62,432-10-5 in the last half year.

CURRENT ACCOUNTS.—Show at Credit on the 1st January 1876 Rs. 83,747-6-11, on the 1st July Rs. 88,701-3-2 or Rs. 4953-12-3 in excess, and on the 31st December Rs. 67,264-2-3, or Rs. 21,437-0-11 less, during the last half year. This is a very variable account and is not to be wondered at that, at one time, it is more and at another less as a day very often brings the account low or high as it may be.

SUSPENSE ACCOUNT.—This is a large sum in unadjusted Pro. Notes which, in looking over the Over-due Bills, must be deducted from the balance due on that account.

LAW CHARGES.—I am very sorry to state that there are parties of a very respectable position in society who have most

unnecessarily and to their own damage forced me into Court much against my Will, in consequence of their not only not paying when they might well do it, but actually threatening to oppose me in Court, and thus trying to evade payment.

PRO. NOTES.—We have been most busy in endeavouring to collect all the outstanding we possibly can without going into Court, but have been balked in several instances by parties said to have left the Cantonment for a time, and by others who have tried to evade a settlement of accounts by stating that they never got a pie of the Money, which you all know is nothing to me and cannot possibly affect a judgment, and by this means I am forced into Court and Law Charges which must be paid in advance consequently show a large balance.

Ragoopathiengar supposed to have been till very lately a very responsible man is due to the Bank, about Rs. 450. I had him placed in Jail for a few days, when there, he sent in a Schedule showing that he was indebted to the extent of Rs. 25,350 amongst the Directors, he was indebted to me Rs. 5000, and to another wealthy Gentleman Rs. 6500 loaned to him at two different times. There has been very little real business doing the last few months, and money lent on Pro. Notes instead of having been paid at once at due dates, have only been renewed by paying interest, this has happened very frequently and Gentlemen said to be wealthy have done this, the consequence is that I shall stop Discounting Pro. Notes for a fortnight or perhaps longer, and endeavour as much as lies in my power to recover the Overdues which I beg to assure the Directors are continually engaging my attention. Peons and Writers have been by me employed to recover the Over dues and the answer very frequently, I may say always is "Will call to-morrow at the Bank, and Settle." This is a mere put off and nothing more can be done than take the case into Court however much I may do to avoid it.

The amount lent on Pro. Notes on the 1st January 1876 was Rs. 471,240-4-6; on the 1st July Rs. 451,827-7 7, and on the 1st January 1877 was Rs. 480,597-12-9, which shows that during the last 6 months there has been an increase of Rs. 28,770-5-2.

LOAN ACCOUNTS.—On the 1st January 1876 the Loans were Rs. 299,072-12-5; on 1st July 1876 Rs. 270,862-1-0 less by 28,210-11-5, in the preceding 6 months, and on the 31st December Rs. 257,919-11-7 less by 12,943-0-6 in the last 6 months.

I have had many applications for Loans on personal Securities which I refused to comply with.

CASH CREDITS.—If properly carried out as it done in the Madras Bank, is as good a Loan as any other, indeed it is better in my opinion than the usual Bond, as in the case of any individual being so accommodated and not acting up to the terms of Agreement which are to be settled every quarter and closed if not settled at due date, there is to be no renewal Money is available every three months as if the Interest is not paid the Cash Credit ceases and a process in Court for recovery will be the result. The reason why the Cash Credits were dropped was the abuse of the indulgence granted instead of paying interest quarterly, there was nothing paid of either principal or interest for years together.

GOVERNMENT SECURITIES.—We have purchased since the beginning, of 1876, Notes in the 4 per cent Loan to the extent of Rs. 10,000. We have now Rs. 59,000.

LANDED PROPERTIES.—The House situated in Myrtle Lane formerly belonging to Mrs. Huntley, has been sold for Rs. 1050. We have still the Bank Premises, and the Small House in Castle Street which is rented for Rs. 12 a month.

For some months past, very great difficulty has been experienced in recovering Pro. Notes at due date, although all the officials have been requested and have endeavoured as much as lay in their power to cause parties due to the Bank to either renew or pay what they are due.

Their attempt in many instances have been fruitless, I am sorry to say as even men supposed to be wealthy, have apparently been unable to do more than renew their Notes, which circumstance has kept the balances in hand very low indeed.

I have lately refused to Discount many good Notes in consequence.

The whole of the Officials have done their several duties as well as I could possibly have expected of them and they have all given me every satisfaction. I can hardly make any difference amongst them as they have each done their duty well, and I recommend them all to the favorable consideration of the Directors.

Yours faithfully,

N. R., BAIN

Bangalore Bank, Limited.

Capital Rupees 7,00,000—Divided into 3,500. Shares of Rupees 200 each.

Directors.

F. N. ABRAHAM, Esq., *President.*

MAJOR-GENL. C. W. TAYLOR.
J. ROYLE, Esq.
M. M. Rt. B. RAMALINGUM.
M. M. Rt. V. GOVINDOO CHETTY, Rai Bahadur.
„ V. ARNACHELLUM MOODR.
„ M. VENCATACHELLUM, CHETTIER.

Annual Report for 1876.

The Directors beg to submit to the Shareholders the, Balance Sheet together with the Auditors and Agent's report for the year ending 31st December 1876, and have but few remarks to make, as these documents contain every information that may be required.

Auditors Accounts.

II. We have thought proper to declare a dividend at the rate of 8 per Cent per annum for the half year ending 31st December 1876, carrying Rs. 4,459—0—0 to the credit of the Reserve Fund with the view that a portion of the bad debts which the Auditors have brought to notice be written off to Profit and Loss.

III. The Direc tors intended declaring their dividend only in January, but as o ne Auditor was absent from the Station altogether, and the oth er who did Audit was obliged to be away on business and was only able to send in his report and accounts in February, and the declaration of the Dividend was unavoidably delayed.

IV. The subjoined statement will give the Shareholders an idea of the general working of the Bank

	1875.	1876.	Increase.	Decrease
Current Deposits ...	83,747	67,264	...	16,483
Fixed Deposits ...	153,381	114,970	...	38,411
Unclaimed Dividend ...	3,177	2,454	...	723
Paid up Capital ...	650,688	663,279	12,591	...
Reserve Fund ...	34,584	37,240	2,656	...
Net Profit ...	62,177	58,524	...	3,653
Cash Credits ...	14,521	14,191	...	330
Sums in Deposits ...	299,072	257,920	...	41,152
Bills Discounted ...	471,240	504,214	32,974	...
Landed Property ...	23,797	22,747	...	1,050
Rent Rendered ...	379	516	137	...
Profit and Loss Account ...	62	605	543	...
Establishment ...	7,030	7,023	...	5
Stationery ...				
Postage and Advertising ...				
Law Charges ...	14,744	17,948	3,204	...
Auditors ...				
Directors Fees ...				
Assessment ...	1,579	1,447	...	132
Repairs ...				
Suspense ...	16,059	23,312	7,253	...
Government Pro: Notes ...	50,000	59,000	9,000	...
Overdue Pro Notes ...	80,553	141,026	60,473	...
Overdue Loans ...				
Total Amount of Decrees and Judgment not Realized ...	61,000	81,644	20,644	...

Fixed Deposits.

As will be observed from the Agent's report, Fixed Deposits have fluctuated very considerably, this we would attribute to the great demand for money during the year in consequence of the Famine.

We are glad to state that the meetings of the Directors have been regularly atttended, the number of meetings held by the Directors during the past year, is given in the margin.

January	4	July	1
February	5	August	2
March	6	September	8
April	4	October	3
May	9	November	3
June	3	December	3
		TOTAL...	46

The Landed property belonging to the Bank, and now occupied by the Literary Institute and Mr. Moraes, should be disposed of whenever a favorable opportunity may occur, and the

amount credited to the Reserve,' the house situated in Castle Street should also be similarly disposed of.

Government Papers.

The increase in Government papers is in consequence of purchases lately made. We have now Rupees 59,000, as follows :—

in the 4 %	Rs. 53,000—0—0	
4½	6,000—0—0	
TOTAL Rs.	59,000—0—0	

Overdue Pro Notes.

Overdue Pro Notes have had our special attention during the past year, and in consequence we have had occasion to go to Court very frequently, as the Agent has more fully expressed his opinion as to the nature of the parties who are due these notes, we will not make any further remarks; but against this item we have recovered in January, Rupees 6,920—0—0, and the large sum of Rupees 7,694—0—0 is lodged in the Suspense Account, in anticipation of Settlement, when the large sums are deducted, the amount of over due Notes is considerably reduced, even this item would not appear so large, but for the great demand for money on account of the trade in grain &c., arisen in consequence of the Famine prevailing, large Capitalists who can command money have drawn away considerable sums from the Local Banks, and the consequence is minor Capitalists, who are generally due these notes, are not at present in a position to meet their demands, on a reaction of the present pressure in the money market we anticipate better results.

Loans.

In the granting of Loans or cashing Pro Notes we have been during the past year very careful, and are endeavouring to do our best to weed away from the Bank all Bad and Doubtful accounts.

Law Charges.

Under this head we notice Rupees 17,948. This is in consequence of our having occasion to go very frequently to law, and as all are aware these exposures we cannot help incurring in instituting the various suits in the different Courts, and as the several claims are paid or compromised, this amount will in proportion be reduced.

On the whole we have to report favorably on the working

General Business.

of the Bank, when we take into consideration the unexceptional season we have had and the depression of the money market, and the large sums drawn away for purpose of trade, and we trust that this year, the Bank will gain more stability and firmness, and that old arrears will be worked off by present management.

Agent.

In conclusion we have to remark that the Agent has worked to our satisfaction, but we would desire to see by further efforts all outstandings called in and no overdues allowed to creep in again.

Clerks.

The other officials of the Bank have performed their duties with care and attention as usual

Directors.

Two of the Directors, Viz, Messrs. Abraham, and V. Govindoo Chettiar, Rai Bahadur, retire agreeably to Para 59, Table A. Sect. I. Act X. of 1866: two Auditors for current year will also have to be elected.

F. N. ABRAHAM.

V. ARNACHELLUM MOODLIAR.

J. ROYLE.

C. W. TAYLOR, Major-Genl.

Report of Mr. B. Ramalingum, one of the Directors, Bangalore Bank, Limited.

BANGALORE, 19th *February* 1877.

To

THE PRESIDENT, DIRECTORS,
AND SHAREHOLDERS,
BANGALORE BANK, Ld
Bangalore.

GENTLEMEN

I am sorry I cannot conscientiously subscribe to the report now read to you or recommend its adoption by the Shareholders in its entirety.

It is usual, no doubt, for all the Directors to furnish a joint report, but in this instance I do not at all approve of the report of my Co.-Directors, and I am compelled to lay before you my own report of the working and affairs of the Bank during the past year.

It is only a brief report, and lays before you matters which I consider seriously affect the Bank and your Interests, I must therefore ask your forbearance for a few minutes whilst I proceed with my remarks.

In the report of the Agent and Auditors for the year ending 1875, I noticed with considerable apprehension the very large amount of the Bank monies which were entered as due on over due pro-notes, and this amount was further considerably increased by decrees obtained in the different Courts upon over due pro notes due to the Bank, and which with Law charges amount to Rs. 166,656-5-4 as follows:—

On over due pro notes,	Rs.	80,553—10—4
„ Decrees,	„	60,999—15—0
„ Law charges.	„	14,744—11—9
Total	Rs.	156,298—5—1

I very much regret to observe that in the report circulated by the Agent for the year ending the 31st December 1876, no particulars are inserted as regards the amount actually due on

Decrees at that date, I am therefore unable to make any comparison of the amounts now over due and outstanding under these several heads—but the Agent gives in his report, the amount due on overdue pronotes, as Rs. 141,026-2-9 this amount includes no Decrees of Courts and which are both shown in the Auditors report for the year 1875, consequently if these figures had been furnished after admitting the statement that Rs. 18,042 had been recovered and received during the past year from Decrees in Court, but for this statement the Directors have no Vouchers or other evidences to judge from, the inference is that the Bank has for a series of years past been yearly increasing the over due pro note account by promiscuously discounting notes in a reckless, careless, and irregular manner, and without considering the interests of the 261 Shareholders, who had placed implicit confidence in the Bank authorities that their interests and welfare should and would be the paramount duty to be looked after. I am given to understand that although both the Agent and Auditors have withheld this information, that the grand total due to the Bank under the heads of over due pro notes and Decrees, including Law charges, at the end of the year 1876, was Rupees 240,619-7-6, as follows :—

On over due pro notes	Rs.	141,026—2—9
Decrees	„	81,644—6—0
Law charges	„	17,948—14—9
Total	Rs.	240,619—7—6

and even this amount, I believe does not include Decrees on loans, and which would greatly increase this amount, and here Gentlemen I will proceed to point out to you, the way in which this increase has been created in the Bank during the past twelve months. In the early part of 1876 I noticed the large amount then due on these over due pro notes and Decrees including Law charges, and pointed out that this was only paper in the Bank cash chest, and there remained without any attempt being made by the Agent for recovery and collection. In April last I wrote to the President and Directors separately, and individually the following letter, and which I now read to you.

To,

THE PRESIDENT AND DIRECTORS,
Bangalore Bank, Limited.

GENTLEMEN,

It is with mingled feelings of pain and regret, I beg to call your attention to the present unsatisfactory working of the Bank

if the present system of allowing loans on pro-notes and over due bonds be permitted to continue I am afraid that the interests of the Bank will be seriously affected. The Auditors report shews that Rs. 80,553-15-8 as due on over due pronotes. I request that the Directors call upon Mr. Bain to explain why these amounts are not collected, are the parties in a position of pay? This is very unsatisfactory. Pronotes cannot be considered as securities for Debt. These outstanding accounts show either great laxity in the granting of loans to parties of doubtful mercantile reputation or gross indifference on the part of the Agent in realizing the Debts at maturity.

The report further shews that Rs. 60,999-15 as being due on uncollected Decrees. I must again call upon the Directors to ask the Agent to state why these Decrees are allowed to stand over. It is simply throwing away good money after bad in getting Decrees, and locking them in the Bank's cash chest, it will be interesting to know what amount of Law costs have actually been incurred in obtaining these Decrees? And I would suggest that the Agent be called upon to furnish forthwith a detailed statement of each decree obtained shewing the actual costs incurred, the date of such decrees, and full explanation as to why the same were not executed. I am not averse to going into Court. I know some people who can pay won't pay until made to pay, but the large amount of these uncollected Decrees is wholly unsatisfactory and added to the overdue pronotes Rs. 80,553-10-4 is sufficient to create alarm in any well thinking mind as to the stability of the Bank, these two items amongst several others which I will hereafter point out, are sufficient to show that the supervision of the Bank hitherto by the Directors is superficial and inadequate, and immediate measures must be adopted for better and closer supervision. I would therefore suggest that a meeting of the Directors be convened from 4 to 6 p. m. daily to examine minutely the working of the Bank, and to rectify these and other existing irregularities.

As a Director in whom several Shareholders have placed their unbounded confidence, I am bound to urge upon the Directors the necessity of these meetings.

I am &c.

(Signed) B. RAMALINGUM.

In my letter I suggested that daily meetings should take place, but at a meeting held by the Directors it was decided that meetings should be held after 4 p. m every alternate day, for the purpose of a thorough investigation of all the over due pronote accounts, accordingly several meetings were held, and several accounts were mentioned and called for, but no account was actually proceeded to be examined, for want of time and space. I will, select one or more of the transactions out of very many, shewing the reckless manner in which the very large amount on over due notes has been created, and in each instance it will be seen that the party was a defaulter to the Bank on the very date when a fresh pronote was discounted for him. In December 1873 a note of a Livery stable keeper and horse Dealer, for Rs. 150 fell due and continued unpaid, and notwithstanding this default, and the fact of this note being still unpaid, in the month of August 1875 another note for Rs. 400 became due, and like the former note, was dishonored, and subsequently seven other pronotes were discounted for this person amounting in the aggregate to Rs. 3275 or thereabouts, and were in like manner dishonored.

ANOTHER INSTANCE.

Syed Abdoollah received nearly Rs. 5,500 from the Bank at different times and upon different discounted pronotes, the whole of which were dishonored at due dates, and in the face of this startling fact, that all these notes had been dishonored, further and other discounts were sanctioned and made, but whether any sanction is required under the minutes of the Directors was really ever given by any Directors for these loans, or whether the whole of these loans were made by and under the authority of the Agent only, I of course cannot say. The first of these three notes for Rs. 500. each were found on investigation in April last year to be barred by Statute. The endorsers on two of these over due and barred notes were the *Cash keeper's relative and another person*, and from either of whom these monies could and ought to have been recovered, These very endorsers own personal liabilities to the Bank were nearly Rs. 4000 or thereabouts, and had the Agent performed his duty in looking after the Interests of the Shareholders, he would have and should have recovered these monies, on investigating the before mentioned account and asking for information as to the amounts due by this person, the Bank subordinate stated that only Rs. 500 was overdue, but upon a thorough and searching investigation of this account we ascertained that Rs. 5,500 was actually over due, and unpaid. Why

the Bank Clerks should thus conceal matters is unaccountable, but the Shareholders must form their own opinion. Upon a future and subsequent investigation of this very account, it was discovered that a sum of Rs. 1,500 being the principal sums of the three pronotes of Rs. 500 each, and which were barred by the Statute had been paid and credited in the Bank to this account. And upon my remarking upon this very significant proceeding, it was stated that the Cash keeper had paid this amount from his own private resources. Syed Abdoollah, being said to have absconded; I then enquired who and what was Syed Abdoolla who had absconded; the Cash keeper's son replied that he was the person, who was employed as a Bailiff in the Small Cause Court. I learned that this person's name was Shiek Abdoollah, and was not the person to whom the loan of Rs. 1,500 had been granted. In order to mystify this account and render it more difficult of investigation two headings or separate accounts had been opened in the Bank Ledger; one in the name of "Syed Abdoollah" only, and the other one "Syed Abdoollah, Cloth Merchant," but no interest was recovered. Why should the Cash keeper pay the principal, is a question which naturally occurs to every one, and why was not the interest also recovered from him? I must only refer you to the Agent to explain this. I have referred to only two instances, but on inspection and investigation of the Bank Books it would shew in numerous instances in which this reckless and indiscriminate method of transacting business has been carried out. Note after note has been discounted in the Bank for parties who were, and had been for months and years defaulters in the Bank and no check was placed by the Agent on these irregular proceedings.

In 1875 the overdue pronote account was stated as Rupees 80,553-10-4, but by the Agent's report for 1876, circulated amongst the Directors, the over due pronote account is shewn as Rupees 141,026-2-9 up to 31st December 1876. Why this large amount should remain uncollected is a mystery to me, and I would suggest that a Committee be appointed to enquire into this matter to ascertain, what proportion is at all recoverable and the same with reference to the decrees. For the past six months Rai Bahadur, V. Govindoo Chetty, Mr. Vencatachella Chetty and myself have severally urged upon the President and other Directors the necessity of a strict and thorough investigation into the decrees obtained by the Bank from time to time, but without any result, suits have been, and are recklessly filed, and good money is thrown away after bad. In the course of last year one suit was filed against two persons in the Trichinopoly

and Tanjore Jails, and no monies recovered. There was another suit against the Hindoo Press Directors for Rs. 960 odd, this suit was vigorously contested, and the Court was of opinion, that this claim was barred by Statute, and dismissed the suit. Why was not this seen to before the suit was filed? Why was this claim allowed to stand over in the face of the recorded minutes of the Directors to the Agent to recover the claim long before the suit was barred. Even after the Bank obtains a Decree after a deal of expense, notes are renewed. Somehow this Bank seems to have an unaccountable fancy for renewals, and of course Gentlemen we all know that in fifty cases out of a hundred, renewals turn out losses In the year 1875, the Auditors found Rs. 60,999-15-0 or 61,000 due on decrees. It will be interesting to know, what proportion of this amount has been actually recovered? How many fresh Pro. Notes have been taken from the parties for the Decreed amount during the year, and how many decrees are unrecovered; and further, why these are allowed to remain outstanding, and how many of these Decrees are barred by Statute, and irrecoverable?

The Agent should be required, and I would suggest that the whole body of the Shareholders should demand that a true detailed statement of these two accounts should be furnished, namely the Pro. Note account, and Decree account; each shewing precisely what amount is recoverable, and I would further suggest that one or more accountant or accountants be employed to make a thorough and searching investigation into these accounts, and also into the general working of the Bank, and this is actually necessary in the interests of the Shareholders.

The reports for the past year of the Agent and Auditors are very meagre, and deficient, and unsatisfactory.

The Agent in his report for 1876, and the statement therein under the Head of Pro. Notes, gives the total amounts as Rs. 504,214-14-3, but in a subsequent part of his report when referring to the fluctuation of this account, gives the amount as Rs. 480,597-12-9, making a deficit of Rs. 23,617-1-6 to be accounted for, and again in the printed balance sheet we have Rs. 486,117-12-9 as total amount of Bills discounted, here are three different items, and I ask you Gentlemen which of these statements is correct? I also find that in the Agent's report Rs. 67,264-2-3 are put down as Current Account, whereas in the balance sheet Rs. 96,096-5-2 are shewn, which of these statements is correct? Again cash credits Rs. 14,191-3-2 are

shewn in the Agent's report, and in the balance sheet Rs. 3,807-11-3, again I ask you Gentlemen, which of these statements is correct? In the face of such glaring discrepancies how is it possible to place any reliance in the report, and how in the name of goodness my friends can you and I be asked to pass such a report as satisfactory, surpasses my comprehension. In the balance sheet Rs. 486, 117-12-9 are shewn as Government and Mercantile Bills discounted, this large sum of money is supposed to be represented by discounted Pro. Notes, it will be useful to know, how many of these Notes are renewed and how often they have been renewed; and how many of them are recoverable; and what proportion of them must be set down to Profit and Loss? These notes have not been produced before the Directors at any time, although Rai Bahadoor, V. Govindoo Chetty, Mr. Vencatachella Chetty and myself have repeatedly called for them, I am, therefore Gentlemen, unable to say whether these Pro. Notes are good, bad, or doubtful.

Now with reference to loans on Securities. In December 1875 this was stated to be Rs. 299,072-12-5, and as far back as May last I, by a letter to the President and Directors individually urged them to examine and investigate these accounts and also to satisfy themselves of the sufficiency or otherwise of the security. I shall, with your permission, proceed to read my letter.

To,

THE PRESIDENT, AND DIRECTORS,

Bangalore Bank, Limited.

GENTLEMEN.

In continuation of my letter of the 5th ultimo, I beg to call your attention to the unsatisfactory state of the Bond Loan account of the Bank, the amount shewn in the Balance sheet for the year ending 31st December 1875 under the head of Loans on Security is Rs. 2,99,072-12-5, the Auditors report does not shew the amount overdue on this head. This is rather strange and requires investigation. It has lately come to my knowledge at a recent meeting of the Directors that the interest on Bond loans on some accounts is calculated quarterly, and the respective amounts of interest added and debited to the principal loan and accounted and credited under the head of interest actually realized, and in fact no money is actually received on account of.

interest, the balance sheet shews interest realized Rs. 70,342-14-0 I would urge that Mr. Bain be called upon to state how much of this amount has actually been received, and how much has been added to principal and still remains outstanding. I have every reason to believe this amount is rather large, under these circumstances I regret to observe that the balance sheet is incorrect, how the before mentioned practice originated, or under whose sanction it has been continued, I am at a loss to understand, but no time should be lost in recovering the outstanding interest so added and credited as realized interest. In point of fact the Bank has actually paid a great portion of its dividends out of the capital, and the continuance of such a practice will be dangerous and fatal to the interests of the Bank, I would therefore urge that timely measures be adopted to discontinue such a practice and that the Agent be warned to enter in his future balance sheet the amount actually and really received for and on account of interest, and I beg that the President will at the next meeting of the Directors enter into the Minute Book the following propositions and resolutions.

1st. That the Agent be requested to furnish a statement as to the loans on deposit of securities shewing precisely what interest is now due and unrecovered on such loans, from the date of their falling due, and to explain how much of such unrecovered interest has been debited to the parties, and credited to Interest realized from 1st January to 31st December 1875; and how much of such interest has been paid away as dividends to the Shareholders?

2nd. That the Agent furnish the next Directors meeting with an explanation out of what monies such dividends have been really made up—if the interest has not been actually and truly received.

3rd. That the Agent be requested to show under what authority or by whose order he has shewn unrecovered interest as realized interest.

4th. That the Agent shall not be permitted to disburse dividends for the current half year except out of such monies as may be actually received and paid into the Bank up to 30th June next, and from that time in a like manner out of all monies only actually received and paid.

I am &c.,

(Sd.) B. RAMALINGUM.

One Meeting only was held to investigate the loan account when we commenced alphabetically to go through the account. Mr. Abraham's loan account being first, we found three or four separate loans granted upon one and the same security, but at different times and for different amounts, and under different headings; this I may remark is very irregular and a highly improper method of doing business. Before a second meeting could be held we received from the President the following circular.

Dated 16*th May* 1876.

TO THE DIRECTORS OF THE
BANGALORE BANK, LIMITED.

SIRS,

With reference to the frequent meetings which are now held at the Bank, I have to remark that I consider they are extremely injurious to the interests of the Banks—and these meetings are enough to evoke suspicion in the minds of the Shareholders, and some very influential men have told me as much. The current work of the Bank is greatly impeded and I have grounds to fear that if this course is pursued any longer it will seriously fall upon the Dividends of this year, besides the clerks are prevented from fully attending to their legitimate duties, and are obliged to work after hours—in attending these meetings. I would therefore suggest that the meetings be held according to the rules of the Bank, and for emergent or special work a meeting may be called on the intervening Saturday.

I am &c.,

(Sd.) F. N. ABRAHAM.

The Directors remarks on the above.

The frequent meetings must be convened in order to investigate fully into the accounts of the Bank, and which is done after Bank hours, therefore it cannot either impede the current work of the Bank or prevent the Clerks from attending their duties.

(Sd.) M. V. C.

I see no just reasons to discontinue these frequent meetings, but on the contrary I consider it to be a benefit to the Shareholders.

(Sd.) V. G. C.

I strongly reccommend to have the meetings four times monthly that is every Saturday at 4 P. M. as the Bank officials have work up to 2 P. M. and I myself have leisure on that day in the evening.

(Sd.) J. ROYLE.

It was my wish to have these meetings every day, and I asked for the same, but the other Directors decided to meet thrice a week which I now insist on being continued as the affairs of the Bank appear to require much careful investigation and the interests of the shareholders demand the most earnest efforts of the Board for the outstandings in Bond loans and pronotes represent an enormous sum together with non recovery of interest generally, besides which it would appear that sufficient attention has not been given to the recovery of judgment debts under decrees of Courts—the meetings are held in the evenings when the clerks have no work to do, and it is a duty incumbent on them to be present to render all information to the Directors. I suggest that one accountant and a warrant writer should be present. Mr. Abraham thinks the meetings are enough to evoke suspicion in the minds of the Shareholders, but I think, the Shareholders should be glad to see that the Directors are giving much of their attention to their interests. If all the Directors cannot attend surely two or three may be present and investigate.

(Sd.) B. RAMALINGUM

And in consequence no meetings took place to investigate the loan account or any other account, of the Bank after this date.

The above letters which I have read to you I requested might be recorded in the Bank, but this was refused with a letter from the Agent stating that they could not be placed on the records of the Bank. These letters were directed to the Bank Agent, and registered.

In my letters you will see, I suggested several propositions to be entered in the Minute Book of the Directors, but this was not allowed by my Co-Directors.

Here is an Instance of how business is transacted in the Bank.

Rs. 25,000 were lent in June last to a merchant in this station on the mortgage of his Stock in trade. I strenuously objected to this loan as it was in direct opposition to Rule 75. Mr. Venkatachella Chetty saw the force of my objection, and concurring with me objected to the loan, but the other Directors, good easy gentlemen, had an idea, that they could do as they pleased with the Shareholders monies, pocketed the rules, and granted the loan of Rs. 25,000, although they full well knew that they had no power to exceed Rs. 20,000. I may here remark that the security was in fact no security at all as the Bank never had possession of the goods. I have also another instance of irregularity to bring to your notice.

One Hadjee Oomar Sait had a pronote for Rs. 5000 discounted at the Bank and which fell due on the 18th June 1875. It was not retired the note remained unliquidated and was upon the requisition of Mr. Vencatachella Chetty brought to the notice of the Directors in December 1876, and on the 16th of that month, we proposed to examine this account and a minute was recorded in the Bank Minute Book to the effect that the Cashkeeper, peon, and others were to be in attendance, no notice was taken of this minute and no enquiry was made, and indeed the peon with the notice book was absent. Some writer of the Bank then stated that that very date, 16th December 1876, the principal sum of Rs. 5000 had been paid and credited in suspense account, but nothing was paid on account of long overdue Interest. Upon this the Directors called the Agent and upon enquiry as to the truth or otherwise, he stated, that he was not aware of any payment being made that day, the cash book of the Bank shewing the entry could not be found and a minute that there was something very suspicious about this transaction was entered in the Directors Minute Book directing a strict enquiry to be made at the very next meeting, the 20th of the same month. The meeting was duly called for the 20th but postponed on account of the President who objected to the meeting on the grounds of its interfering with the current work of the Bank and that there was no necessity for the meetings. Upon this, and to ensure if possible the investigation into this account, I pointed out the futility of the President's remarks as follows "I cannot see the force of the objections raised by the President, the meeting was to take place after office hours, and it is most important that the meeting should take place to investigate the accounts of Hadjee Oomar Sait and others. These objections raised by the President at the last moment are most prejudicial to the Interests of the Bank." No investigation took place and the matter re-

mained unexplained until by a letter on the 2nd February 1877, signed by Rai Bahadur, V. Goviudoo Chetty, Mr. Venkatachella Chetty and myself to the President of the Bank requesting that this account might be examined and brought up for enquiry and investigation at the meeting to be held on Saturday, the 3rd February 1877, and that the Bank Pleader, Cash keeper, peon, and Hadjee Omar Saib with his account Books should be present and to this effect notice was to be given to all the parties. The meeting took place accordingly but on calling for this account a memo was placed on the table by the Agent stating that the Interest Rs. 600, old at 9 per cent had been that day paid, 3rd February 1877. Now Gentlemen the true facts of this case obtained from Hadjee Oomer Saib in his own handwriting are as follows, and he gives evidence of the truth of his statements by giving the names of the parties from whom he received the different cheques to make up the required amount. It is true Hadjee Oomar Saib and others borrowed Rs. 5000 as before stated, and repaid the amount as follows—

On the 18th June 1875 due note.

In Silver	Rs.	210	0	0
Currency notes	„	90	0	0
Cheque of A. Narrainsawmy Moodly ...	„	1,700	0	0
Do Abdool Khader	„	1,000	0	0
Total	Rs.	3,000	0	0

On the 4th October 1875.

In Silver	Rs.	500	0	0
Currency note	„	100	0	0
Order	„	100	0	0
Total	Rs.	700	0	0

and the balance Rs. 1,300, on the 23rd June 1876, so that the whole amount of principal was repaid yet this very sum appears in the Bank Books as having been paid only on the 16th December 1876, and that is one full sum of Rs. 5,000. This Gentlemen is a very serious matter, and I would earnestly call upon you to appoint a Committee to investigate this matter, and to bring to justice all persons concerned. If monies are to be received and not brought to credit, where is the use of the Agent, who seems to be in blissful ignorance of what is going on in the Bank under his very nose.

During the several attempts made at an investigation of the Bank affairs as before related, I from memoranda made at different times, can give you a few names only with amounts which shew more than Rs. 27,000, but this by no means conveys an idea of the actual outstandings and which I think are irrecoverable, and lost to the shareholders. This list I could have made more complete, but I have unfortunately lost a portion of my memoranda!

A. Cundasawmy Moodellier	Rs. 182	0	0
Directors Hindoo Press Company	960	0	0
Mr. Franken	48	0	0
Perr Buskch	600	0	0
Mr. Mason, about	900	0	0
Mr. R. H. James	5500	0	0
Mr. Symon	150	0	0
Nelson Rose and Co.	200	0	0
Doorgiah Naidoo	1300	0	0
This man owes several other amounts also.			
Mrs. Long	600	0	0
Mr. Osbourne	800	0	0
Mr. McGregor	1325	0	0
Mr. LeFebour	1300	0	0
Mr. Rowland	100	0	0
Abdool Guffur	120	0	0
Mrs. McCracken	1400	0	0
Mr. Steele	98	0	0
Abdool Rhamon Saib ...	270	0	0
Chowdry Abdool Khader ...	1230	0	0
Appoo Moodliar	1650	0	0
Balakrishna Moodr. and another ..	1645	0	0
Bertie and Co.	7600	0	0

The above amounts may not be strictly correct in each instance but they are nearly so.

The Auditor, Mr. P. Staunton, in his report for the half-year ending 30th June 1876, directs attention to the cash account made up of coin, Currency notes, and certain Bills, amounting to Rs. 28,000. This amount cannot be correct, for this account should shew Rs. 75,958, but even this has never been subjected to the test of an examination as suggested by the Auditor himself. I have frequently called upon the Directors to examine this account but without any result, as the account remains unexamined to this day.

In the report of Mr. V. Teroovengadasawmy Moodliar for the half year ending 31st. December 1876, he shews Bills for collection in the cash in hand account. I am totally at a loss to understand this. This Agent should explain this matter. There are very many other important matters I should like to touch upon, but time and space will not permit me, and I fear I have already trespassed on your patience too long.

The Agent in his report ending the 31st December 1876. and in which he remarks that one of the Directors of the Bank, has not hesitated to call it a "Rotten Bank" well, Gentlemen, I admit having used this phrase at the Directors meetings when I used to point out the irregularities of the Bank. Now Gentlemen, after the startling facts which I have brought to your notice, I ask you in all seriousness whether I was not justified in doing so, I certainly deny having done so with any ulterior motives as the Agent insinuates, I most emphatically deny having any connection with any native Bank, either as a Director or otherwise, and it is now for you Gentlemen to examine and thoroughly investigate the matters I have laid before you, every one of my assertions I can support by indisputable evidence and it is for you Gentlemen to say whether the affairs of the Bank are in a sound and healthy state, and such as would be expected in a well conducted mercantile concern with a highly paid establishment. My own impression is that the Agent would not in calm moments and of his own accord accuse me so harshly and he has been unjustly urged to do so by others who have thought fit to take advantage of the Agent's hasty moments with a view to serve their own self interest. In conclusion I ask you to withhold your approval and consent to the adoption of the Report of my Co-Directors in office, and I ask you to adjourn this meeting for three months pending the report of a special Committee of some respectable and influential and disinterested gentlemen, to report upon each and all the various points alluded to in my report, and until we have such a report I must only say I entertain great anxiety and fear as to the stability of the Bank and the safety of your monies.

I remain,
Gentlemen,
Your's faithfully,
B. RAMALINGUM.

I concur in this report,
V. GOVINDOO CHETTY.

I concur in this report,
M. VENCATACHELLUM CHETTY.

To

THE SHAREHOLDERS OF THE
BANGALORE BANK, LIMITED,
BANGALORE

GENTLEMEN,

I have seen a Report of three Directors, viz., *R. B.* V. Govindoo Chetty, M. Vencatachellum Chetty, and B. Ramalingum, which they intend should be read before you this day—the 1st has 11 shares in the Bank, the 2nd has 11 shares and the 3rd has 10 shares. The whole three, I believe, are interested in other Banks, and the two first are either Partners or connected in Business, and you will easily perceive that their interests are more with those Banks than with the Bangalore Bank "Limited," which they make such a profession of serving, in my opinion to lower the Bangalore Bank, and if possible, to ruin the same, with a view to their own aggrandisement. They have without cause, thrown as much odium as they possibly can on their Co-Directors and on the Agent, as well as on the whole of the officials of the Bank, with no other view than to injure as much as they possibly can, the Bangalore Bank, and (as they think) ruin it altogether. The first named, is a most respectable Gentleman who can neither read nor write English, and is consequently unfit to examine and pass an opinion on how accounts ought to be kept. The 3rd named, he who professes so much to do nothing but for the interests of the Bank, can do little more than sign his name, and is also unfit to pass an opinion on the Bank Accounts, which I hope to be able to show to the satisfaction of the Shareholders.

The Report made out, would appear, to one not knowing how the Bank Accounts are kept, in many respects, very plausible, but when sifted properly, will be found without foundation. I shall, although with much reluctance, go through the Report seriatim, and give as concise an explanation of the many grand mistakes said to be made, as I can possibly do, and show that the Report is uncalled for, and written by some paid Writer, with no other view than to injure the Agent, and all the Bank officials, in the eyes of the Shareholders and all its constituents.

With reference to the Agent's and Auditors' Reports for the year 1875, Mr. Ramalingum begins with expressing apprehension at the amount of overdue Pro: Notes, which he well knew was what he stated at that time, and to make it

appear worse than it really was, he has inserted a larger amount as paid for Law Charges, by Rupees 10,356—0—0 (difference between 25,102—12—0 & 14,744—11—9) as the Statement Book shows P. 16, placed on the Table, showing all particulars of Accounts. He then goes on to state, that in the year 1876, the overdue notes had increased, which was the case from the circumstance of some Debtors, considered wealthy, having large sums overdue, I feeling confident that payment would be made by them eventually (altho' frequently written to them by me to pay up); still I did not hand over the same to the Court for recovery, as interest on the same was still running on.

Mr. Ramalingum again adds Rs. 23,600, as amount of Decrees (difference between Rs. 81,644-6-0, and Rs. 58,027-4-6, P. 291,) to give the Report a very bad appearance, and to give the Gentlemen who do not understand Accounts, an idea of the enormous loss the Bank would sustain, when cases go into Court. Up to this date, a sum of Rs. 16,727—15—4, has been received, P. 291, on this Account, leaving a balance of Rs. 41,299—5—2, instead of the above Amount. I have in many instances very little control over the Executions, as the Court has occasion to stay attachments and Executions from Appeals from Parties, these inter-pleader suits, causing a loss of much time in realizing the amounts and these overdue Notes and Bonds are still kept on the overdue list, making the list appear in amount much larger than it really is. The decrees mentioned are only on Pro: Notes. It is as great a falsehood as could be uttered by Ramalingum, that no attempt was made by the Agent to recover and collect such debts. We have two Clerks for that especial purpose, whose sole Business it is to look after these matters, and I am continually on the look out to know what they have been doing, and am very frequently disappointed by the answer I receive. One man has denied his liability, another his signature, and another has claimed the property mortgaged, these matters cause much delay in the recovery.

The Directors had meetings very frequently as mentioned in Report, what was the Result of three such meetings? An enquiry was made into the Cause of the Agent having charged *R. B.* V. Govindoo Chetty, one anna for a receipt stamp, which he stated had not been paid before, on a like occasion, altho' I showed stamp Rules which were very plain on the subject, still he would not be satisfied, and this caused much ill-will for a considerable time.

PRO—NOTES.

The statement Book P. c298, shows, within 39 Pages Rs. 504,214—14—3, amount received since the entry was made in P. 291, Rs. 23,617—1—6, the balance will then be Rs. 480,597—12—9, and Bills for Collection Rs. 5.520, P. 308, which added makes Rs. 486,117—12—9, as in the Balance sheet, shown as Government and Mercantile Bills which is quite correct.

The frequent Meetings of the Directors, contrary to the Rules of the Bank, and constant interfering of the Directors with the measures the Agent was adopting in recovering the overdues, are the principal causes of the overdues increasing, it is no secret that all Debtors to the Bank, are aware that some of the Directors and the Agent are at variance, and in trying to ingratiate themselves into these Directors good wishes, evade payment, and fabricate stories against their liabilities. As to any papers asked for by the Directors not being furnished, it is not the case, as the statement Book does at all times, give particulars of all accounts, and this Book is invariably on the Table at meetings. These Pro : Notes have become much larger than they need have been, had not the dulness of trade, caused in a great measure by famine, compelling many who have Property to delay payments, which at any other time would have been regularly paid. As an illustration of the spirit in which Ramalingum is guided with reference to Renewal Notes, in which he states that he and his friends well know that 50 out of 100 are never paid. I may mention that I allowed him to renew his Pro: Note for Rs. 5000, 6 different times, 3 times for Rs. 4000 and 3 times for Rs. 2000, and this was not in the famine times as now, but on the 11th February 1874, the whole Note was paid on 20th November 1875. I have within these five months had occasion by earnest request to renew Notes for the full amount, these parties only paying interest on the Note, and one of them is connected with the Report, causing all this useless trouble. How does Mr. Ramalingum reconcile his Report with his own actions in the same matter.

HAJEE HOOMER SAIT.

With reference to the above Party, the most astonishing portion is, that instead of the Hajee Hoomer Sait complaining, Mr. Ramalingum makes up a case and insists on an investigation. In my capacity as Agent, I am sure all Shareholders will admit, that the Books of the Bank are my guide, any entries in any Sait's Books, I have nothing to do

with, and cannot recognise the Extract said to have been shewn which may be true, but I have no means of judging of its validity, as I do not know the language (Guzerati), one of the parties to the original Note became an Insolvent, and when such is a fact, entries in Sait's Accounts, should be received with great caution; the genuineness of the Sait's payments, as, entered in his Books would be best proved by producing my receipts for such payments. Ever since the Note fell due, I have frequently demanded payment from the Sait. On the 13th December I wrote to the Sait, a threatening letter, P. 18, demanding payment of the Pro. Note. On the 16th of the same month, the amount was paid and Credited in Suspense Account. After the payment of the Rs. 5000, I demanded the interest on the same, on the 19th, Inst. with a threat, that if not paid, it would be taken into Court, and the Sait called personally at the Bank and paid the interest on the 3rd February, without any remarks from him, when the Note was returned to him discharged. If Sait paid the Note in June 1876, how is it he did not ask for his Note then and take it away, but he allowed it to lie in the Bank, till payment was called for by me, with a threat. The Sait's own action in this transaction, by calling at the Bank and paying Interest, gives the lie to the entry in the Sait's Books. I am not aware of any opposition to Meetings regarding this case on the part of the President or myself. At the request of the Directors, on the 6th January, a Meeting was ordered for the following Saturday, one of the Resolutions was to direct Hajee Hoomer Sait to be present at the Bank, with his Books, he did not appear on the 20th January, on account of a death in his family that very day. When a Meeting was called, I invariably (unless in the meantime ordered otherwise) called for the Meeting. If the case of Hoomer Sait brought forward, was supported by reliable evidence, I would willingly co-operate with the Directors. Mr. Ramalingum tells the Directors that he has obtained an Extract from the Sait's Books, which I have not seen to this date, and considers that quite enough for his purpose, but that extract is not worth the paper it is written on, as the Sait's action proves the contrary, and so the evidence brought forward falls to the ground. It is not my duty as Agent, to know what entries are made in the Books of parties due Pro. Notes to the Bank; when the money is paid into the Bank and receipt granted, then I am prepared to recognise the transaction.

SYED ABDOOLAH.

With reference to Syed Abdoolah's liability to the Bank of 3 over due Notes of Rs. 1,500, I urged very much the necessity of recovery of these 3 Notes, and had invariably the same answer that the man was absent from the station, but when the Rs. 1,500, was nearly barred by the Statute of Limitation, I told the Cash-keeper very positively, that the amount should be paid by some one, and the Cash-keeper then said, he would pay the Principal, which I thought was better than no payment at all, he begged that the Principal only should be accepted at present, which was reluctantly agreed to. If Abdoolah should ever appear in Bangalore, he said that he would endeavour to recover the interest from him. The Cash keeper would not have paid this sum, had not his *Relative's* name been connected with it. With reference to the Rs. 4000, alluded to in the Report relating to Syed Abdoolah's Endorsers, the Cash Keeper tells me that it will be satisfactorily settled, within a few days, by taking a Mortgage of his Property valued at Rs. 2000, and besides personal securities which will be taken. He is a most respectable man and has Property and Outstandings which amount to much more than his liabilities.

With reference to the Party who has Pro. Notes to the extent of about Rs. 3,275, alluded to in Ramalingum's Report, it would appear that both Mr. Arnachellum Moodliar and the Cash Keeper know that the Party will have means in a very short time to pay off the whole Debt, and that nothing will remain overdue.

HINDOO PRESS COMPANY.

The amount lent to the eight gentlemen comprising that Company, was applied for by myself very frequently, as well as at the request of the Directors. Three of these eight were Directors of the Bangalore Bank. A few days before the Plaint against them was filed in Court, I think it was three of the Company presented themselves before the Directors and requested them to reduce the interest, a portion of which was struck off by calculating it at simple interest, but as the Parties were not satisfied and would come to no definite arrangement for payment, I was most reluctantly, in the interests of the Bank, forced to take the Case into Court, and it was dismissed.

The undermentioned Accounts, are shewn in the Statement Book, and require no remarks any further than this, that if

Ramalingum had had the least knowledge of Accounts, and was not so extraordinarily ignorant, he might have seen at a glance, that the Accounts were quite correct.

	Rs. A. P.
Overdue Pro. Notes 1875, shown in Statement Book. P. 99	...80,553—15—8
Received from this Amount to 30th June 1876, P. 98 & 99	...33,972—12—0
Balance	...46,581— 3—8
Overdue Notes in 1876, P. 324	...141,826—2—9
Received up to date	... 18,583—9—0
Balance	..122,442—9—9

Of this sum is included the Pro. Notes of wealthy and most respectable Parties, Amounting to Rs....25,250—0—0

Decrees in 1875 ...	...60,999—15—0
Present balance ...	...51,762—4—6
Decrees in 1876, as stated by Ramalingum ...	...81,644—6—0

whereas the Statement Book shows, P. 291...58,027—4—6, or difference less by ...Rs. 23,600.

Since recovered towards this amount Rs. 16,727—15—4, viz., in Suspense Account ...	Rs. 9,462—15—4
Through the Court ...	... 7,265—0—0
	or...16,727—15—4

LAW CHARGES.

These Law Charges are being recovered daily, and as the Agent has occasion to send in other Cases into Court. Ramalingum has made an assertion, that the Agent has, for a series of years, been promiscuously discounting Notes, in a reckless, careless, and irregular manner, without considering the interests of the Shareholders, which is most injurious to the character of the Agent, and most detrimental to the interests of the Bank, and what makes it worse is; like many of his other actions, altogether false. I had occasion a few

days ago to remark in a Memo on his untruthfulness, and he had the presumption to ask me to withdraw my Memo, which of course, I have not done.

RESERVE FUND.

On the 8th January 1869, this Fund amounted to Rs. 8,879—9—1, it now amounts so Rupees 37,240—5—0 showing an increase of Rupees 28,360—11—11, after deducting Rupees 1,502—10—3, on account of Bad Debts, and on account of Dividends Rs. 2,212—13—5, this latter was deducted to enable the Dividend to be paid 9 per cent. During these 8 years, Dividends have been given from the Bank 9 and 10 per cent, and still there remains for bad and doubtful debts a surplus Fund of Rs. 37,240—5—0. Any reasonable Shareholder is quite satisfied to receive such a Dividend. The last Dividend, the lowest but one that has ever been declared for these 11 years, during my incumbency of Agent and Manager, has been caused by the Directors very properly having deducted from Profits of last half year, a sum of Rs. 4459—5—10, to enable them to clear from the Bank Bad and Doubtful Debts, which ought to have been struck off years ago. If this had been done when the Agent spoke of it, the larger portion of the Debts would not have shown the amount it now does.

CURRENT ACCOUNT.

The Balance, P. 228. shows Rs. 67,264—2— 3, to which is added Suspense Account Rs. 23,312—2—11, P. 324, and private Bills lodged Rs. 5,520—0— 0,

P. 308, which together added makes Rs. 96,096—5— 2, as in the Balance sheet.

CASH CREDITS.

Shows at P. 302, a sum of Rs. 14,191—3—2 to which is added Law Charges, P. 247 Rs. 17,616—8—1

Aggregating Rs. 31,807—11—3
as in Balance Sheet.

LOAN ACCOUNTS.

The principal amounts are pretty well secured, except a few such, as are old accounts, which should have been struck off the Books long ago.

In conclusion, I beg to say that any account that has been omitted to be taken notice of in this rejoinder, I refer those who are curious in accounts and know about them, to the Daily Abstract and to the Statement Books, the particulars of which are all shown very clearly in the latter Book. I beg to remark with reference to Ramalingum's Report, that it had been read and circulated to numbers who were in no manner connected with the Bank, before the Directors saw it, which was only seen by the Agent and the President a few hours before the Meeting was to take place at which it was to be read. The treachery shown in thus keeping back the Report to either Directors or Agent, does not appear very favorable, acting in such a manner as not to give either a chance of replying to it. The same with the Votes, sending them in after office hours on Saturday. It says nothing in favor of *R. B.* V. Govindoo Chetty, who must have been preparing his Votes for some time previously. Ramalingum has shown a fearful deal of ignorance as a Director in his Report. He is insolent and overbearing in his general Deportment towards all whom he has had dealings with, in the Bank. He is notorious for this and his ignorance in all Bank affairs, and has got this Report made out, with no other view than to ruin the Bank, and amalgamate it with the Cantonment General Bank, a little insignificant Bank, that very few people even know the name of. *R. B.* V. Govindoo Chetty's reason for making out this Report and joining with such as Ramalingum is for the same purpose doubtless. He offered to purchase, a year or two ago, the present Premises of the Bank, with the view of having the Bank office situated in Commercial Street, where of course, the shares would have fallen to 60 or 70 per cent below par, if his wishes had been complied with. I have heard it said by most intelligent Natives, the respectability of whom could not be doubted, when they were asked to become Members of the Board, that they could never think of such a thing, so long as there were such troublesome and ignorant men on the Board as the one or two named. How is it possible that Business could be conducted properly with men, with whom self interest and not the interests of the Bank was the ruling passion? I was present at a Meeting a few days ago, when the noise that was made was more than I could bear, and I was actually forced by the noise to run away from the Meeting, and such I am told is the usual proceeding. The Report made out will well meet the intention of so injuring the Bank as to cause its ruin, and the reading of it alone, whether considered false or true, will certainly do such mischief. As

cannot with as much as prudence as can be exerted be remedied for years to come. There is one thing done that is most objectionable and very injurious to the Bank's interest, which I have frequently protested against, the sending outside the Bank walls, Documents and Reports, which ought to be read and commented on at the Bank Table, the consequence is that the Bank secrets are known to those who, are not in the least manner connected with the Bank, and these Documents are referred by those who cannot read, to any person who may happen to be near to them. This Proceeding should be strictly prohibited. Ramalingum a few days ago asked a Party whose name was attached to a Pro. Note, what had been done about the Note, the Party asked, told Ramalingum that he had no right to ask him any questions, and that he would answer none. Ramalingum then, (boastingly, I hope) said that every transaction that was done in the Bank, he knew one hour afterwards; such I hope is not the case, as if it were, I should have to suspect some clerk in the Bank, which I do not wish to do.

If I have not explained myself properly to the Shareholders, I hope that they will not consider that I have failed doing so, intentionally, as I am most anxious to give them every explanation of my conduct, that may be required. The Books of the Bank are always open for inspection to such as have a right to inspect them, and I am quite ready to give them every requisite information. I have managed the Bank these eleven years to the satisfaction, I trust of every Shareholder who knows me, and as long as I may be seated here, I shall still continue to act not, for my own interests, but for the interests of the Bank.

Yours faithfully,

N. R. BAIN.

COIMBATORE, *26th January*, 1877.

To,

THE BOARD OF DIRECTORS OF THE,
Bangalore Bank, Limited.

GENTLEMEN,

I have the pleasure to bring to your notice that I have examined the accounts of the Bangalore Bank for the half year ending 31st December 1876, and found to be correct. The Cash in hand Rupees 56,647-14-1, including specie, Bills for collection &c. also agree with the Cash Book.

The document Vouchers in connection with the Loan, Cash Credit, and Private Bills discounted, also Government Securities to the value of Rupees 59,000 were found to be correct.

Although I have no remarks to offer under the heads of different transactions than that of last year, yet I cannot refrain from bringing to your consideration some of the irrecoverable items (see below) in the Loan account, which are brought in the Books for years together instead of being struck off from the accounts. These sums I can strongly say will never be recovered, and would suggest their being written off to Profit and Loss. A declaration of small dividend for two years will make up this loss, and the affairs of the Bank will be in a healthy condition.

On the whole the Bank has worked very well during the year, and great credit is due to the Agent and other Officials belonging to the Bank for the efficient management of the business

I beg to remain,
Gentlemen,
Your most obedient servant,
V. THEROOVENGADASAWMY MOODALIAR,
Auditor.

	Rs.	A.	P.
Abdool Ryman Saib	265	3	11
Appoo Moodiliar	1,642	1	2
Balakrishna Moodr. and Putcheyappah Moodaliar	1,640	0	0
Messrs. J. Bertie and E. A. Bertie	7,698	5	6
Balakrishna Naidoo	141	5	11
Mr. Fanakner	48	10	5
R. H. James	5,528	7	8
Mrs. C. Long	399	8	0
Mr. McCracken	1,474	9	6
Do	920	7	4
Total Rs...	19,758	11	5

No 1

Express Anchay paid.

BANGALORE,
23*rd June* 1877.

N. R. BAIN Esquire,
Agent and Manager,
Bangalore Bank (Limited)
Bangalore.

DEAR SIR,

We the undersigned Shareholders of the Bangalore Bank, Limited, herewith annex a list of queries, which we request you will be so good, as to circulate to *all* the Directors with despatch, and to return the same to us, in like manner, with the Directors replies thereto, on or before the 30th instant.

Our object in calling for the information is, that we may satisfy ourselves with reference to the present state of the Bank, which we think needs resuscitation. Please acknowledge the receipt hereof.

We remain
Dear Sir.
Yours faithfully

J. H. ORR
H. JOHNSON
C. MEENACSHAYA, (*Barrister-at-Law*)
J. RAMIAH,
V. KISTNASAWMY,
NARRAIN Chetty, (*in Telogoo*)
ABDOOL LUTTEEF,
Son of SULLIMAN Saib. (*in Hindoostanee*)
P. NUMASAVOY Moodeliar,
N. VENCATASOOBIAH Chetty,
(*in Teloogoo*)
W. GARRATT,
H. C. GOOCH, *Pleader.*
B. VEERASAWMY Chetty, (*in Teloogoo*)

I. Is any Director of the Bangalore Bank, *now* indebted thereto? If so, for how long a time, and to what extent, (*a*) under loan account, [*b*] under Promissory Notes? State the Principal and Interest of *each* account *separately* and clearly, and when the debt became due and payable to the Bank; and if over-due, the reasons why not realized? The Directors and Agent to certify to the correctness of the reply.

II. Have any of the Directors been sued by the Bank? If so, when, for what amounts, how long was the money over-due, what interest was due, and what has been the final result of such suit or suits? The Directors and Agent to certify to the correctness of the replies.

III. Has any suit, against any of the Directors, been compounded or compromised? If so, did such compromise result in any loss to the shareholders? If loss, to what extent including costs, and who is responsible to make good the same to the Bank? Did any of the other Directors sanction such compromise? If so, which of the Directors? The Directors and Agent to certify to the correctness of the replies.

IV. Are the shares of any Director encumbered, without prejudice to his eligibility to act as a Director? Give the name of such Director. State particulars as to what shares of Directors are really under encumbrance, and for what indebtedness. The Directors and Agent to certify to the correctness of the reply.

V. Give the amounts and all the particulars of Promissory Notes discounted for the same parties, at the same time, in small amounts, their total *exceeding* 1000 (one thousand) Rupees. State who is responsible for such loans, and whether the Directors have been made aware of same.

VI. Is the Cashier or any other subordinate of the Bank indebted to any of the Bank's debtors? If so, an immediate full explanation in writing from such subordinate is called for, through the medium of the Agent.

VII. Give a statement of the Bank monies lent by the Agent, in sums *exceeding* Rupees *one thousand*. Has such circumstance ever come to the knowledge of the Directors? If so, are the Directors prepared to share with the Agent's responsibility in regard to same?

VIII. Give separate statements of over-due Loan Bonds, and Promissary Notes, duly authenticated by the Directors and the Agent in the following forms:—

Statement of Loan Bonds a/c standing over-due on 1st June 1877.

Date of Bond.	Names of Parties and their position in life.	Principal over-due.	Interest over-due.	Nature and estimated value of the security held for the Loan.	Remarks of the Directors and Agent, as to why not realized, or any remarks with reference to the Loan, and the security held.

Statement of Pro Notes a/c standing over-due on 1st June 1877.

Date of Pro Note.	Names of Parties and their position in life, with address in full of each party.	Principal over-due.	Interest over-due.	Date when Loan first originated in case of renewal.	Whether the Loan has ever been sued for & decree obtained prior to the date of this Pro note.	Remarks of the Directors and Agent, as to why not realized and any remarks with reference to the Loan, and the parties.

IX. Give separate statements of the Bank's Decrees, on Loan Bonds, and Pro. Notes, remaining unexecuted, either in whole or in part, on the 1st June 1877, duly authenticated by the Directors and the Agent, in the following form:

Statement of Decrees on (here state Loan Bonds or Pro. Notes) unexcuted on the 1st June 1877.

Date of (here state Bond or Pro note) sued on.	Names of the Parties and their position in life, and the address of each	Principal decreed.	Interest decreed.	Costs.	Date of Decree.	Amount received in part payment (if any.)	Remarks of the Agent and Directors as to why the Decree has not been realized.

X. Give a statement with reference to the outstandings [down to the 1st June 1877] whether sued for or not, showing separately the monies lent on the recommendation of the Agent, Cashier, and others employed in the Bank. Such statement to be duly authenticated by the Directors and the Agent.

XI. State the periods for which dividends have been declared, *in excess of profits* realized by the Bank, showing the amounts taken for that purpose, and from what source. Give authenticated copies of the Auditors' Reports in detail, for the year 1875 and 1876. State the names and addresses of those Auditors, and of the Auditor or Auditors for the current half year. Give reasons why Auditors Reports of the Bank have not hitherto been published and circulated to the Shareholders.

BANGALORE,
23*rd June*, 1877.

J. H. ORR,
H. JOHNSON,
C. MEENACSHAYA, *Barrister-at-Law*.
J. RAMIAH,
V. KISTNASAWMY,
NARRAIN Chetty (*in Teloogoo.*)
ABDOOL LUTTEEF (*in Hindoostanee*),
Son of SULAMAN Saib,
P. NAMASAVOY Moodeliar,
N. VENCATASOOBIAH Chetty,
(*in Teloogoo*).
W. GARRATT,
H. C. GOOCH, *Pleader*.
B. VEERASAWMY Chetty, (*in Teloogoo*)

Anchay Paid

BANGALORE,
11*th July* 1877

To

N. R. BAIN, Esquire.
Agent
Bangalore Bank (Limited).

DEAR SIR,

With reference to our letter dated 23rd Ultimo, we beg you will be so good as to obtain and forward the Directors' reply thereto, without further delay.

We remain
Dear Sir,
Yours faithfully

J. H. ORR,
W. GARRATT,
H. C. GOOCH, *Pleader*
NARRAIN Chetty, (*in Teloogoo*)
B. VEERASAWMY Chetty, (*in Teloogoo*)
H. JOHNSON,
J. RAMIAH,
C. MEENACHAYA, (*Barister-at-Law*).
V. KISTNASAWMY Moodr.
LUTTEEF Saib, (*in Hindoostanee*)
NUMASAVOYA Moodeliar,

Bangalore Bank (Limited)
Bangalore 13*th July* 1877.

To

Messrs. J. H. ORR,
„ H. JOHNSON,
„ W. GARRATT,
„ H. C. GOOCH,
„ MEENACSHYAH,
„ RAMIAH,
„ V. KRISTNASAWMY Moodeliar,
„ NARRAIN Chetty,
„ ABDOOL LUTTEEF Saib,
„ P. NAMASWOY Moodeliar,
„ VENCATASOOBBIAH Chetty,

GENTLEMEN,

I beg to subjoin a copy of instructions given to me to be forwarded in reply to your requisition and to state that the Report called for by you, is similar to the investigation which has been going on for these four months past, by Messrs T. T. Leonard, and R. B. A. Narrainsawmy Moodeliar, who were appointed by the Shareholders to enquire into Ramalingum's Report and Agent's Rejoinder.

The Agent can reply to the above letter and call upon the signataries to state under what section of Act X. of 1866 their requisitions are founded, at the same time to acquaint them that the Report called for by the Shareholders at the General Meeting held on the 27th February 1877 meets the strain of enquiries indicated in the aforesaid letter. The Directors are at all times willing to give information provided the same is done in conformity with the provisons of Act X of 1866 but it would be both illegal and ruinous to the Interests of the Bank to publish the affairs of its constituents anauthorizedly. I won't be sure, but am of opinion that if the Directors granted the request, they will be liable to an action.

I beg to remain
Your most Obedient Servant
N. R. BAIN,
Agent.

21—7—77.

To
H. C. GOOCH Esquire,
Bangalore.

SIR,

I am informed by the Agent, that you have retained a circular sent round in reply to a letter addresed by you and other Shareholders, as the paper has to be forwarded to the other signataries I request you will at once return the same to the Bank.

I am, Sir
Yours faithfully
F. N. ABRAHAM,
President.

MUSEUM ROAD,
Bangalore 21st July 1877

To

F. N. ABRAHAM Esquire,
President.
Bangalore Bank (Limited)

SIR,

In reply to your letter just received, I have to state, that the communication your refer to, as sent by the Agent to myself and other Shareholders, has been seen by myself and some others addressed. I will not trouble you to forward it on, but shall attend to that myself.

The communication is not a circular, but a *letter*, addressed to the parties named therein, which should have been sent to the personal address of William Garratt Esquire, of Cleveland Town.

I do not see that you have any right to expect Shareholders to return to the Agent, any letter from that gentleman to them, and for my part, I object to do so, and I think the other Shareholders will concur with me, as the letter now belongs to those to whom it is addressed.

I am Sir,
Yours faithfully,
H. C. GOOCH.

Express Anchay Paid

MUSEUM ROAD,
Bangalore 23rd July 1877.

To,

N. R. BAIN Esquire,
Agent and Manager,
Bangalore Bank [Limited].

DEAR SIR,

Your favor of 13th Instant to myself and others,

Shareholders being proprietors of the Bank, are justified in seeking information with reference to their anxiety about its condition, and it is frivolous to call upon them to state under what section of Act X of 1866, their request is founded. You might as well ask them under what section of the Act their anxiety is based.

Your letter discloses, that the Shareholders have had reason for disquietude, and it remains to be seen, how far, the investigation you allude to will tend to a resuscitation of the Bank, without the Shareholders applying to the Local Government under section 56 of the Indian Companies Act, 1866; for the appointment of Inspectors to examine the affairs of the company. I think it will be seen that the two gentlemen named in your letter, were not clothed with sufficient authority to enquire thoroughly into the Bank's affairs.

You do not state from whom your instructions have emanated, whether from all the Directors unaminously, or a majority of them, or only *one* of them. I think the commonest courtesy due to the Shareholders, on the part of the Directors, would have been to call a Directors' Meeting and to have furnished a Resolution of the same, with reference to the Shareholders' queries. You have not informed the Shareholders, as to whether you had circulated their queries to all the Directors.

Your expression as to what would be both *illegal* and *ruinous* to the interest of the Bank, speaks for itself, as the affairs of its constituents, with the Bank, should not be in such a state, and; your opinion that if the Directors granted the request, they will be liable to an action, is amusing and unfounded. Apart from the affairs of the Bank's constituents, I observe that you do not explain why the other queries anent indebtedness of Directors, incumbrance of their shares, and Dividends declared *in excess* of *profits*, &c, remain unanswered.

Please circulate this letter to all the Directors, and inform them that the whole correspondence will be brought prominently to the notice of all the Shareholders.

I remain,
Dear Sir,
Yours faithfully
H. C. GOOCH,
Pleader.

No 2

BANGALORE, 6th *August* 1877.

H. C. GOOCH Esquire.
Bangalore.

DEAR SIR,

I am in receipt of the Pamphlet which you sent by post, and am thoroughly convinced that the affairs of the Bank are in a very unsatisfactory state. I have hitherto fought hard with the Directors, but I am heartly disgusted with this constant warfare, that I have at last for the sake of a little peace of mind got rid of my shares, by selling them to the President at par.

Yours faithfully,
B. RAMALINGUM.

INDIAN TELEGRAPH,

To, *H. C. GOOCH Esqr.*
Pleader.
BANGALORE,

From, *D. V. ABRAHAM.*
BELLARY.

Quite approve of the steps you have taken.

BANGALORE,
8. 8. 77.

Express Anchay paid.

MUSEUM ROAD,
BANGALORE, *9th August* 1877.

To

RAI BAHADUR A. NARRAINSAWMY MOODR. Esq.,

and

T. T. LEONARD Esq.,

Bangalore,

GENTLEMEN,

The present extraordinary delay in not furnishing the Shareholders with printed copies of the Proceedings in re the investigation of the Bangalore Bank affairs held by you, and your Report thereon, is most unsatisfactory, and creative of much uneasiness to all Shareholders. I believe you were allowed *two months* time at the last General Meeting held on 27th February, and it was the bounden duty of the Directors to have convened the adjourned Meeting at or about the end of April last, to enable you to inform the Shareholders of the result of your investigations down to that time, and to obtain for you further time for the enquiry; or, I may more properly state, to enable you to acquaint the Shareholders of your insufficient power, of the way in which your limited authority was challenged by some of the Directors, and of the very great reason that existed for the appointment of Inspectors under the Indian Companies' Act.

Down to the present time there appears to be no sign of any further General Meeting being called, which is very serious, and you may rest assured that a large body of intelligent Shareholders will not submit tamely to such unwarrantable delay. The truth is, that they must go up to Government for the appointment of Inspectors, to examine the affairs of the Bank *thoroughly*, which I have no doubt you will honestly admit you have found yourselves unable to do, simply because you were not clothed with sufficient

authority. Permit me, however to impress upon you, that such circumstance should not and must not prove the slightest hinderance to you furnishing the Shareholders with printed copies of the result of your enquiry. It is your imperative duty to make known all facts, and to offer such suggestions, as in your opinion will tend to a resuscitation of the Bank. If you keep Shareholders in the *dark*, you then keep them in *danger*, and I hereby seriously remind you, that the very grave responsibility of all or any *delay*, must rest upon you, and each of you, till you relieve yourselves of the same, by bringing prominently to the notice of all the Shareholders a true and complete statement of your late proceedings, and your honest report thereon, without another day's delay.

I remain, Gentlemen,
Yours very truly,
H. C. GOOCH,
Shareholder.

N. B. Copies of this letter will be sent to Shareholders.

Anchay paid

MUSEUM ROAD,
BANGALORE 10*th August* 1877.

N. R. BAIN Esquire,
Agent and Manager
Bangalore Bank [Limited]
Bangalore

DEAR SIR,

With reference to your Notice, dated 4th instant, in the local newspapers, that an ad interim Dividend for the half-year ending 30th June 1877, will be paid at the rate of 8 per cent, I beg you will kindly furnish me with a copy of the Proceedings and Resolution under which such dividend has been declared, to-

gether with your authority, and that of the Directors, for departing from Regulation LXXIX, at page 20, of the Regulations for the management of the Bangalore Bank, Limited, which states:—

"The Directors may, *with the sanction of the company in General Meeting*, declare a dividend to be paid to the members in proportion to their shares."

Please also send me a true copy of the written protest, or objection, sent in by Mr. Ramalingum on Saturday 4th instant, against a dividend being declared at 8 per cent.

I remain, Dear Sir,
Yours faithfully
H. C. GOOCH,
Shareholder.

REMOUNT DEPOT.
OSSOOR, 14*th August* 1877.

MY DEAR SIR,

In acknowledging the receipt of the Pamphlet you so kindly sent me, I beg to offer you my hearty thanks, and my entire concurrence in the statement of the condition called for by you from the Agent and Directors of the Bangalore Bank, Limited.

I am, Dear Sir,
Yours very sincerely
C. POOROOSHOTHAM IYER,
Shareholder.

To,

H. C. GOOCH, Esqr.
Pleader at
Bangalore.

Camp, Bhirmsauger,
10th August, 1877.

MY DEAR SIR,

I received the correspondence which you kindly sent me for perusal. I find that there is something wrong with the Bangalore Bank, Limited, in which I have got 25 shares, altho' I am unacquainted with the details of the irregularities committed by the Directors, yet after reading the list of queries, I perfectly agree with my brother shareholders who have signed the letter addressed to the Agent, dated 23rd June 1877. I shall feel much obliged if you will kindly enlighten me what are the irregularities brought to your notice.

Hoping you are doing well,
I remain, Dear Sir,
Yours faithfully,
K. SHAMIENGAR,
Amildar of Davengherry Talook.

To

H. C. GOOCH, Esqr.
Bangalore.

BELLARY,
15th August 1877.

MY DEAR SIR,

Both your letters respectively dated 9th and 10th Instant with copies of correspondence have reached me safely, and I am glad to say I quite approve of all that has been done, and I am fully prepared to back all such steps as may be taken to restore it to a healthy condition. I think the Accounts &c. should be carefully examined and audited by competent parties either connected or unconnected with the Bank as may seem advisable to those at

Bangalore, who being on the spot, and knowing the Shareholders and their interest in the well doing of the Bank, are better able to form an opinion on the matter.

I am sorry I will not be able to go to you, as the nature of my work here will not allow me to take a day's holiday in the town limits or I should be glad to meet your wishes; but, even if I were able to go to Bangalore I don't think I would be of any assistance to you as my experience of Bank business is very limited.

You have a very fair staff of business men with you, and if you ventilate the matter through the medium of the papers, it is my belief that all the shareholders will see it is to their advantage to side with you, and that they will do so.

If you can conveniently let me know the progress of affairs, I will feel much obliged. Should the question find its way into the local prints, copies of those papers will suffice, and I will gladly pay the cost.

I remain,
Dear Sir,
Yours faithfully,
D. V. ABRAHAM.

To

H. C. GOOCH, Esq.
Bangalore.

Express Anchay Paid.

MUSEUM ROAD,
Bangalore 15th August 1877.

B. RAMALINGUM Esquire,
Sowcar
Cantonment Bangalore.

DEAR SIR,

I learn from other Shareholders, that simultaneously with your retirement as a Director of the Bangalore Bank, you sent into the Agent your written Protest or objection, to a dividend being declared at 8 per cent.

I therefore hereby call upon you to furnish me with a copy of same *forthwith*, as I require it for the purpose of bringing it to the notice of all the Shareholders. I have written by Anchay to the Agent of the Bank on the 10th instant, to send me a true copy of your Protest, but he has not complied with nor replied to my letter.

I shall hold you most seriously responsible to all the Shareholders, if you either neglect or delay to comply with this letter. I bind you under your responsibility as an ex Director to be open and honest.

Yours faithfully,
H. C. GOOCH,
Shareholder.

Anchay Paid.

MUSEUM ROAD,
Bangalore 18th August, 1877.

B. RAMALINGUM, Esquire.,
Sowcar
Cantonment Bangalore.

DEAR SIR,

I beg to remind you that my express Anchay letter of 15th instant, urgently called for a reply, and I am very sorry to find that you have treated it with silence. In your favour of the 6th instant you inform me that the affiairs of the Bank are in a very unsatisfactory state.

This I presume must be so, when it is said by no less a person than yourself. You have long been a Director of the Bank, and you must therefore know the condition in which it is in. Pray remember, that your present peace of mind, the result of having sold your shares to the President at par, gives no peace of mind to the large body of Shareholders, many of whom cannot sell their shares even at a liberal discount. I have heard itsaid that "Fortune favours the brave," and hence, I suppose your success, as the fruit of *constant warfare*. Be good enough to send me a copy of your Protest, sharp.

Yours faithfully,
H. C. GOOCH,
Shareholder.

P. S.

Permit me to add, that on behalf of all the Shareholders, I beg to appeal to your sense of honour and justice to place me

in a position, as a Shareholder, to make plain to the entire body a true state of facts about the Bank. The Office of Director is at all times a dangerous one, especially if irregularities be permitted, and it is important for you to remember that your retirement from the Board of Directors, does not free you from responsibility. Your freedom in regard to such, must entirely depend upon the manner in which you protected the interests of the Shareholders, and those interests *you are still bound to protect.*

I hereby give you notice of my intention to publish my letters to you, for the information of the Shareholders.

I still place you under your obligations as an ex Director.

H. C. G.

BANGALORE, 18*th August* 1877.

H. C. GOOCH Esqr.

Bangalore

DEAR SIR,

I am in receipt of your express letter of 15th instant, I note that the Agent of the Bangalore Bank, Limited, has not complied with your request for a copy of my Protest.

I have the pleasure to send you a *true* copy, and trust it will help you to fight the cause of the Shareholders.

Yours faithfully,

B. RAMALINGUM.

To be recorded on the Bank Minutes.

1st. I strongly protest against any dividend being declared in the present state of the Bank, until a thorough examination

and audit of the Bank accounts have taken place, in accordance with the Rules under which the Bank is constituted, Act X of 66.

2nd. I protest in the most strenuous way I can, against any portion of the Shareholders' monies, or Bank's reserve fund, being taken for the purpose of declaring a large dividend to blind and hoodwink the shareholders.

3rd. Again, I ask why the Agent's report has not been circulated agreeable to the two resolutions passed on the 16th and 23rd ultimo respectively? Is the Agent or any of the Directors afraid of circulating this report to me?

B. RAMALINGUM.

4th August 1877.

True Copy.

B. RAMALINGUM.

BANGALORE,
19th August, 1877.

H. C. GOOCH Esqr.,

DEAR SIR,

I quite concur with you and the other Shareholders of the Bank in the queries put to the Agent for explanation.

I am,
Sir,
Yours truly,
H. REUBEN,
Shareholder.
Bangalore Bank, (Limited.)

Anchay Paid,

MUSEUM ROAD,

Bangalore, 20th August, 1877.

B. RAMALINGUM, Esqr.

Sowcar.

Cantonment Bangalore.

DEAR. SIR,

I acknowledge, with thanks, the receipt of your letter of 18th instant with copy of your Protest, dated 4th August, last.

I am much distressed to find it so very serious, and shall do my utmost to bring it to the notice of the Shareholders without delay. I do not comprehend the 3rd clause of your Protest, please therefore let me know *at once*, what Report of the Agent's you allude to. If you have copies of the two Resolutions passed on the 16th and 23rd July last, please send them to me, or if you do not possess copies, kindly explain them to me as nearly as possible, and state who were present at the time, and by whom such Resolutions were signed.

Be good enough also to inform me of your meaning in your question, as to whether the Agent or any of the Directors are afraid of circulating that Report *to you.*

Yours faithfully,

H. C. GOOCH,

Shareholder.

Anchay Paid.

MUSEUM ROAD,

Bangalore, 20th August 1877.

N. R. BAIN Esquire.,
Agent and Manager
Bangalore Bank, Limited,
Bangalore.

DEAR SIR,

I have obtained from ex Director Mr. Ramalingum, a copy of his Protest, which I wrote to you for on the 10th instant, but which you have failed to send me.

I find it is very serious indeed, and I trust the Shareholders will not have to learn that the Dividend of 8 per cent for the half-year ending 30th June last, is in any way made up out of the Reserve Fund, which is intended to meet contingencies, in the way of losses out of the capital-stock, *and not to pay profits.* Dividends, you are aware, can only be paid *out of profits.* See Reg: LXXX of the Bank's Regulations.

Please send me *true* copies of the *two Resolutions*, mentioned in Mr. Ramalingum's Protest, as passed on the 16th and 23rd July last.

I remain, Dear Sir,
Yours faithfully,
H. C. GOOCH.

Anchay Paid.

MUSEUM ROAD,
Banyalore 20th August 1877.

To

F. N. ABRAHAM Esquire,
President,
And the other Directors of the
Bangalore Bank (Limited,)
Bangalore.

GENTLEMEN,

I have obtained from ex Director Mr. B. Ramalingum, a copy of his Protest to the Bank, of 4th instant, which I find is most serious.

With reference to the same, I hereby call upon you, and each of you, on behalf of the general body of Shareholders, to reply to the following questions *forthwith.*

1. Have the accounts of the Bangalore Bank been Audited for the half-year ending 30th June last? If so, by whom, and when?

2. Has any Auditor been appointed to examine the accounts for the said period?

3. Give the name of any duly authorized person, who is able to certify to the Shareholders, the actual amount of money on hand *at the Bank*, on the close of the half-year, the 30th June last, or on the 1st day of July?

4. Is any portion of the last declared Dividend of 8 per cent, being paid out of the Shareholders' monies, or out of the Bank's Reserve Fund, as portested against by Mr. Ramalingum?

5. Have you, in regard to the Dividend being now paid away, strictly adhered to Regulation LXXX, at page 20, of the

Bank's Regulations, to the effect that dividends shall not be payable *except out of the profits*?

6. What are *the two Resolutions* referred to in Mr. Ramalingum's Protest, as passed on the 16th and 23rd of July last? Who were present on those occasions, and by whom were such Resolutions signed?

7. What Report of the Agent's, does Mr. Ramalingum allude to in the 3rd clause of his Protest? Is it true that you, or any of you, were afraid to circulate that Report to him, as he asks?

8. Why have you, and each and all of you, contravened Regulation LXXIX, at page 20, of the Regulations for the management of the Bangalore Bank, Limited, which states, "The Directors may *with the sanction of the Company in General Meeting*, declare a dividend to be paid to the members in proportion to their shares"?

Please reply to these questions at once.

I hereby bind you, and each and all of you, under your grave responibility as Directors, and on behalf of all the Shareholders, whose interests you are bound to protect, to be *prompt* in giving me true and faithful replies to the above.

Yours faithfully,
H. C. GOOCH,
Shareholder.

W. W. GAUNT, PRINTER.

12 3

BANGALORE,
August 25th 1877.

H. C. GOOCH, Esqr.
Bangalore.

DEAR SIR,

We are of opinion that the time has now arrived when we may, in justification of ourselves, and in defence to the anxiety, and wishes of the Shareholders of the Bangalore Bank, say a few words in reference to your letter of the 9th instant addressed to us, alluding to the delay &c in furnishing our report in re the investigation of the Bank's affairs, held by us in compliance with the Resolution of the Shareholders, passed at the last General Meeting.

2. When we undertook the task of inquiring into the matters set forth in the report of Mr. Ramalingum and the two concurring Directors, we were little aware then of the labour and responsibility which were involved in the undertaking; but bearing in mind the duty we owed to a large body of Members, and the implicit confidence placed in us by the unsought selection, we fully determined, come what may, to carry out this duty fearlessly and honestly, and to use every possible endeavour to sift matters fully. Imbued with this stern sense of our duty, we found on proceeding into the enquiries, that a very extensive field of subject matter began to develop itself, involved in the various allegations made by Mr. Ramalingum, and that in order to test the accuracy of the statements made, it was imperatively necessary that we should enquire into other collateral matters, which so to say, formed a set of auxillary evidence to the charges made, and which in a manner, by forming a chain of connecting links, gradually assumed such

extensive dimensions, that with the limited time and power given us, it was quite impossible we should be able to form any opinion fit to place before the Shareholders.

3. So the enquiries gradually extended, and engaged us over a period of five months, during which we had an enormous mass of accounts, documents, &c to look into and dispose of. The sittings having drawn to a conclusion, it was decided by a Resolution at one of the Meetings, that the proceedings should be printed in book form, which would also comprise all the letters, papers, and documents bearing on the enquiry, and the same circulated among the Shareholders in order that each may be fully aware of all that has been done. We may here also mention that in the course of the enquiries, it was deemed necessary in the interests of the Shareholders, that the Reports of the Directors, with Agent's Report and Rejoinder to Mr. Ramalingum, and the Auditor's Report, should also be embodied in a printed pamphlet, published in Tamil, Cañarese, and English, and circulated, a copy to each Shareholder, in order that each may make himself fully acquainted with the purport of the various statements and refutations therein contained. This pamphlet was completed and handed over to the Agent in May last, but up to date we are not aware of any copies having been circulated.

4. Our anxiety with reference to the delay, tho' unavoidable, in reporting the results of our proceedings, has naturally been very great, and it has been our honest and conscientious desire to carry out the intentions of the Bank's Shareholders as far as lay in our power. Our authorty in many respects, as you remark, was limited, and we were not permitted that freedom of action which experience has taught us should have been given to us in the first iustance ; hence, tho' we have laboured under many difficulties, we have endeavoured to do our best for the benefit and

interests of those who, in placing us in such a responsible position, looked to us for a true and faithful account of the position of the Bank.

5. Having concluded our enquiries, as we previously stated we were anxious to lay the results before the Shareholders, in order that we may be relieved of the grave responsibility we had placed on our shoulders, and for this purpose, we, on the 13th Instant addressed the Agent, asking him, with the consent of the Directors, to take steps for calling a Meeting of the Shareholders, on the 1st September, at 2 P. M. to hear our report. Not having received any reply to this letter, we again, on the 22nd Instant addressed a reminder to the Agent, asking him to give us a reply to our letter of the 13th, or furnish us with an explanation as to the non-compliance with our request with regard to the calling of the Meeting. On the 24th Instant we applied to the Agent to be furnished with a list of the names and addresses of all the Shareholders, in order that we ourselves might circulate the printed copies of the proceedings (referred to in para 3) to each Shareholder as we did not wish that these copies should be with held, as apparenly has been the case with the printed copies of the Reports. We deemed it necessary, in the interests of the Shareholders, that the circulation of those pamphlets should be carried out by us directly, in order that no room for blame against us may be left in the minds of any of the Shareholders. It will be necessary for us to add here, that in both our letters of the 13th and 22nd Instant to the Agent, we applied for the list of Shareholders also.

6. Up to date, we have not heard in any way from the Agent, or from the Board of Directors, and as time is passing and already a long period has elapsed, we, feeling anxious about the state of matters as set forth herein, have finally resolved on addressing you, more especially as you have in your letter of the 9th instant ap-

parently—tho' perhaps unintentionally,—insinuated that we, not accepting the serious responsibility of our position, did not evince that zeal and determination to lay matters in the same light before the body of Shareholders, as they came to our view. Herein you do us wrong. We have done our best for the Shareholders, we have given time and took much trouble to learn how matters stood, and we have prepared our report, which we are anxious to lay before the Shareholders. But it is not within our power to convene a General Meeting, and we have thought it best to acquaint you how we are situated, in order that you, as a Shareholder who have evinced the utmost anxiety as to the results of the enquiries, may adopt such measures with the aid and co-operation of the other Shareholders as may bring matters to some termination.

7. We would therefore propose that after receipt of this letter, you should in accordance with the Bank Rule No. XXVIII, obtain the requisite number of Members and votes, and apply for an Extraordinary General Meeting of the Bank Shareholders with the special object of "hearing the report of the results of the late enquiries into the Bank's affairs, and thereafter to decide upon any other steps that may be deemed fitting and necessary in the interests of the Shareholders."

We remain, Dear Sir,

Yours faithfully,

THOS. T. LEONARD,

A. NARRAINSAWMY Moodr.

Appointed Members B. Bk. (Ld.)

P. S.

As you have circulated copies of your letter of the 9th to us, to each Shareholder of the Bank, it will only be fair to us that you

should adopt the same proceeding with regard to this letter. We also forward you copies of our letters of the 13th and 22nd instant to the Agent B. B. which we request you will also circulate with this letter.

BANGALORE,
August 13th 1877.

To

The Agent
Bangalore Bank (Limited)

DEAR SIR,

We beg you will be good enough, with the consent of the Directors, to call a General Meeting on the 1st September at 2 P. M. of the Shareholders of the Bank to hear the Report of the appointed Members read. You will be good enough also kindly to intimate, that the printed copies of the enquires will be put into circulation among the Shareholders from and after the 24th Instant.

We are, Dear Sir,
Yours Faithfully,
THOS. T. LEONARD,
A. NARRAINSAWMY MOODR,
Appointed Members B. B. (Ld.)

BANGALORE, *22nd August* 1877.

N. R. BAIN, Esqr.
Agent, Bangalore Bank (Limited)

DEAR SIR,

We wrote to you on the 13th Instant, asking you to take steps to call a General Meeting of the Bank Shareholders for the 1st September to hear our report on the late enquiries. Up to this

date we have not seen or heard that any move has been taken to comply with our request, we beg therefore you will kindly furnish us with a reply to our letter of the 13th Instant or furnish us with some explanation.

Further, we beg you will kindly let us know whether, the pamphlet containing the *Directors' Reports, Agent's Rejoinder, Auditors' Report &c.* which were finished and sent to you about the 20th May last, have been sent out to the various Shareholders. We have been applied to by many of the Shareholders, for copies and shall be glad if you will let us know what has been done with them.

Will you be good enough to supply us with the names and addresses of the Shareholders of the B. B.

We are, Dear Sir,
Yours faithfully,
THOS. T. LEONARD
A. NARRAINSAWMY MOODR.
Appointed Members B. B. (Limited)

MUSEUM ROAD,
Bangalore, 27th August 1877.

To,

T. T. LEONARD Esquire,
and
Rai Bahadur Arcot Narrainsawmy Moodelliar Esquire,
Appointed Members B. B. (Ld.
Bangalore,

DEAR SIRS,

I have the pleasure to acknowledge the receipt of your favor, dated 25th Instant, with copies of your letters dated 13th and 22nd instant respectively, to the Agent of the Bangalore Bank, all of

which, in fairness to yourselves, and for the information of the Shareholders, I shall cause to be printed and circulated without delay.

The printed pamphlet referred to by you, as completed and handed over to the Agent in May last, has not been circulated to the Shareholders that I am aware of. To the best of my belief, no Shareholder, has been furnished with a copy of such, and this wanton neglect, is, to say the least, most unpardonable.

As to the negligence on the part of the Directors in not calling a Meeting of the Shareholders to hear your Report, it tells very seriously against themselves, and shows that they must be terrified of the consequences that will follow. I may here mention, that you would not be doing complete justice to the Shareholders, *by simply having your Report read at a Meeting of comparatively few members*, for those present would be quite unprepared to comprehend all the details and ramifications of your probably lengthy proceedings, and Report thereon, and you would also have to consider the interests of *absent* Shareholders, many of whom are at distant out-stations. Again, it is further necessary to remember, that many of those Shareholders who cannot possibly come to Bangalore, might, in consequence of not knowing what is the real state of things, be cunningly induced to send their proxy vote chits to some unworthy being at Bangalore, who would sell them like Bullocks at Smithfield, by voting for them on the side of iniquity, and departing from the great fundamental truth that, "right is right, and wrong is no man's right."

I herewith send you my list of Shareholders, which perhaps may not be very correct. Please make a copy of same, and return to me quickly, as I shall require it almost at once. I am quite astonished to learn that the Agent has failed and neglected to give you the List of Shareholders, which he was bound to do, under section 31 of Indian Companies' Act.

He has rendered himself and every one of the Directors severally liable to penalties, which I trust will be duly inflicted upon them. If you wish, I shall apply at your instance to the Judicial Commissioner for a mandamus, and for such purpose I beg you will consider my professional services at your disposal, without fees.

If instructed by you, I shall write to the Agent and insist upon you being furnished *forthwith*, with a correct List of Shareholders.

I remain,
Dear Sir,
Yours Faithfully,
H. C. GOOCH, *Pleader*,
Shareholder.

BANGALORE,
27th August 1877.

H. C. GOOCH, Esqr.,
Bangalore.

DEAR SIR,

With reference to our letter of the 25th Instant, and in continuation thereof, we beg to forward you an extract [in original] forwarded to us by the Agent of the Bangalore Bank in reference to our letters of the 13th and 22nd Instant.

You will note, and we wish you to draw attention to the fact, that the printed copies of the Reports referred to in para 3 of our letter of the 25th are not alluded to in any way. It appears to us to be strange that the circulation of these Reports to the Shareholders should have been still delayed.

Please return the enclosure after you have done.

We are, Dear Sir,
Yours faithfully,
THOS. T. LEONARD
For Appointed Members B. Bk. (Limited)

Bangalore Bank, Limited,
Bangalore, 27th August 1877.

Extract from the Proceedings of a Meeting of the Directors of the Bangalore Bank, Limited, held on Saturday the 25th August 1877.

Read letter from Mr. T. T. Leonard, and Rai Bahadoor A. Narrainsawmy Moodliar.

The Directors find, that at a General Meeting of the Shareholders, which was held on the 27th February 1877, it was unanimously resolved, that the body of Directors be called together with two Members to be elected to assist the Directors, form themselves into Committee to investigate the assertion made in the 2nd report of Mr. B. Ramalingum a Director, with the Agent's rejoinder, and submit the result of their enquiries to a General Meeting to be held two months hence.

With reference to the above resolution of the Shareholders, and the intimation of those Gentlemen, to circulate the printed proceedings among the Shareholders; the Directors resolve that the whole of the printed proceedings be sent to the Bank, as the proper channel for circulation; the General Meeting will be fixed after the perusal of the Report, and the same bring concurred by the body of Directors and the two Members who were elected.

True Extract
N. R. BAIN
Agent.

To,

Messers. T. T. Leonard, & Rai Bahadur A. Narrainsawmy Mood.

BANGALORE,
August 27th 1877.

H. C. GOOCH Esquire.
Bangalore.

DEAR SIR,

In reference to the latter portion of your letter of this date to us, I think that it will greatly facilitate matters if you will at once make application on our behalf to the Agent of the B. Bank to furnish us with a correct list of the names and addresses of the Bank's Shareholders. I need not point out to you, that working as we are in the interests of the Shareholders, and to the benefit of the Bank, it is indeed very disheartening to see that our efforts to this purpose appear to meet with such difficulties.

We are, Dear Sir,
Yours faithfully,
THOS. T. LEONARD,
for Appointed Members B. B.

MUSEUM ROAD,
Bangalore, 28th August 1877.

N. R. BAIN Esquire,
Agent and Manager
Bangalore Bank [Limited]

DEAR SIR,

I am instructed by Mr. T. T. Leonard to call upon you, (which I hereby do,) to furnish him *at once* with a carefully prepared and correct List of the Shareholders of the Bangalore Bank, showing their names and addresses.

I learn from Mr. Leonard that you have failed and neglected to comply with his requests in this respect, and you have thereby made yourself and all the Directors severally liable to penalties, which I trust will be duly inflicted.

Take notice, that if you do not *forthwith* comply with this letter, I shall apply to the Judicial Commissioner for a *mandamus*, and shall report the circumstance to Mr. Hudson, the Registrar of Joint Stock Companies.

Yours faithfully,
H. C. GOOCH Pleader,
Shareholder.

BANGALORE 27*th August* 1877.

H. C. GOOCH Esquire,
Bangalore.

DEAR SIR,

Many thanks for the Pamphlet which you kindly sent me by post. The Agent's non-compliance with the request contained in our letter dated 23rd June 1877, his profound silence to many of your letters, and his giving a dividend of 8 per cent for the half-year ending 30th June last disregarding the protestation of Mr. B. Ramalingum, lead me to think that the affairs of the Bank are in a rotten state.

The object of the President in purchasing Mr. B. Ramalingum's Shares at par (when I am unable to sell my Shares at a discount of Rupees 10 per Share,) is, I believe to silence a clamarous Shareholder and ex Director, who had brought to light the true state of facts about the Bank. I much regret that a great number of Shareholders are ignorant Hindu females who are kept in darkness

As there is no likelihood of bringing the Agent to a sense of his duty, we should in a body move the Judicial Commissioner for the appointment of Inspectors, or to wind—up the affairs of the Bank under the provisions of the Indian Company's Act.

Yours Sincerly,
V. KISTNASAWMY.

Note:— The author of the above letter, is Mr. V. Kistnasawmy Moodelliar the retired Judicial Assistant Commissioner of Toomkoor.

GENERAL MEETINGS.

The following Regulation XXVIII, at page 9, of the Regulations for the management of the Bangalore Bank, Limited, is referred to by Mr. Leonard and Rai Bahadur Arcot Narrainswamy Moodelliar, in their letter to Mr. Gooch, dated 25th August, and at their request, the special atttention of all Shareholders is now drawn to the same.

"Any four of the Directors may whenever they think fit, or '*on the requisition made in writing by any twenty Members pos-* '*sessing aggregately not less than one hundred paid up shares,* 'convene an Extraordinary General Meeting."

Note:—Shareholders will kindly observe, that the remedy against the continuance of the present disgraceful and dangerous delay, is quite in their hands, as shown in the above Regulation of the Bank, and nothing can be easier, and more practicable, than to find *twenty* Shareholders who possess *one hundred paid up shares,* to send in the necessary requisition in writing, which had better be done at once, as there appears to be no prospect of the Directors calling another Shareholders' Meeting.

REMOUNT DEPÔT,
Oossoor, 26th August, 1877.

MY DEAR SIR,

With many thanks I beg to acknowledge your Pamphlet No. 2 received yesterday.

I have carefully gone thro' the whole of it, and cannot but assure you that you have my cordial support in the steps you are taking in finding out the irregularties of the Bangalore Bank which are brought to your notice, and placing it in a healthy condition.

Shareholders similarly situated as I am, at such a distance, could scarcely expect to know the true transaction, in the absence of any communications, and I should therefore request you once more to accept my thanks for the interest you are taking on behalf of all the Shareholders.

I remain,
Dear Sir,
Yours sincerely,
C. POOROOSHOTHAM IYER,
Shareholder,
B. Bk.

To

H. C. GOOCH, Esqr.
Pleader,
Bangalore

MADRAS,
Lawyer Chinna Thumboo Moodelly's Street
27th August 1877.

H. C. GOOCH Esqr.,
Bangalore.

DEAR SIR,

I am in receipt of the two Pamphlets which you kindly sent me. I have carefully perused the papers contained therein, and am well convinced that the affairs of the Bangalore Bank, Limited, are in an unsatisfactory state. I therefore most willingly and perfectly agree with you and the other Shareholders who have signed the letter dated the 23rd June last, addressed to the Agent and Manager of the said Bangalore Bank [Limited.] I shall feel much obliged if you will kindly inform me whether there is any probability of a further General Meeting being called by the Directors.

I remain,
Dear Sir,
Yours faithfully,
E. VENCATA GOVINDA ROW [*Shareholder*]
Sub Magistrate, Vellore,
North Arcot District. on leave.

W. W. GAUNT, PRINTER.

1873.

RULES FOR THE GUIDANCE

OF THE

AGENT AND BANK OFFICIALS

OF THE

Bangalore Bank Limited

COMPILED

UNDER THE ORDERS OF THE BOARD OF DIRECTORS OF THE BANK

BY

P. SADASEEVA MOODELIAR.
DIRECTOR.

BANGALORE:
PRINTED BY W. W. GAUNT, NO. 8, BRIGADE ROAD.
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1873.

THE BANGALORE BANK LIMITED.

Directors.

F. N. ABRAHAM Esq. *President*
REV. C. FRANKLIN
J. ROYLE, ESQR.
M. R. RY. V. GOVINDOO CHETTYAR
" V. ARNACHALLA MOODR
" V. SABAPATHY MOODR.
" P. SADASIVA MOODR.

Agent.

MR. N. R. BAIN

Accountant.

M. R. RY. T. NUNJCONDA MOODLR.

Cashier

M. R. RY. G. VENCATAROYALOO CHETTY

CONTENTS.

SECTION I.

PRELIMINARY.

Para.		Page.
1	Rules ..	1
2	Bank Regulations ..	,,
3	Agent's Power of Attorney ..	,,
4	Agent's Security.. ..	,,
5	Agent's Responsibility ..	,,
6	Establishment	,,
7	Appointments, Removals &c. ..	2
8	Rules for Subordinates ..	,,
9	Arrears of work.. ..	,,
10	Authorized Holidays ..	,,
11	Preservation of Secrecy ..	,,
12	Dishonesty of Servants ..	,,
13	Form of Letter to the Directors ..	,,
14	Solemn Declaration ..	,,
15	Previous notice of intention to resign. ..	,,
16	Custody of Security of Bank Officials ..	,,
17	Rules for the quidance of the Accountant ..	3
18	Rules for the quidance of the Casher. ..	,,
19	Leave of Absence to Subordinates. ..	,,
20	Loans to Bank Servants. ..	,,
21	Disqualification of Bank Officials ..	,,
22	Bank Solicitor ..	,,

SECTION II.

GENERAL RULES.

1	Meeting of Directors. ..	4
2	Quorum of Directors. ..	,,
3	Examination of Accounts or Cash Chest by Directors ..	,,
4	Attendance of an Accountant at meeting of Directors..	,,
5	Arrangements and addresses of Directors ..	,,
6	Loan to Military Officers ..	,,
7	Cheques. ..	,,
8	Share Certificates. ..	,,
9	Advertisements in Local Papers. ..	,,
10	Articles indented for, from England..	,,
11	Auctioneer ..	,,
12	Notice of dates of sale of property..	5
13	Notice of sale of property through Government Nazir..	,,
14 15	Modifications of the Rules to be corrected in the Book in redink.	,, ,,
16	Records ..	,,
17	Index. ..	,,
18	Loan to Auditors..	,,

SECTION III.

BUSINESS OF THE BANK,

1	Rules and rates of business ..	5
2	Business of the Bank. ..	,,
3	Accounts ..	,,
4	Agent's Limit of Power ..	,,
5	Sanction of Directors necessary for Pro Notes above 1000, Rs. ..	,,
6	Additional Interest on Over due Loans and Pro Notes ..	6
7	Delivery of Notices to Parties ..	,,
8	Measures to recover over due Pro Notes and Loans ..	,,
9	Regarding discounting Fresh Pro Notes of parties already due to the Bank	
10	Renewal of Bills and Pro Notes ..	,,
11	Loans on Deposit of Government Pro Notes, Gold and Silver Jewels	,,

12	Form of Valuation Certificate	6
13	Valuation of Gold and Silver Jewels rest with the cashier ..	,,
14	Valuation of landed property and goods	,,
15	Examination of title deeds of landed property by the Agent ..	,,
16 17	Valuation Certificate of landed property by the Directors above 1000 Rs.	7 ,,
18	Conveyance for Inspection of landed property for the Directors. ..	,,
19	Time allowed for disposal of property Mortgaged	,,
20	Terms of Bonds.	,,
21	Cash credits to be discontinued	,,
22	Foreign Bills of exchange	,,
23	Amount of Deposit on hand	,,
24	Form of Bonds.	,,
25	Full information to be given in Memo of Agent accompanying Applications for Loans and Pro Notes above 1000 Rupees. .	,,
26 27	Filing of Memos conveying Sanction of Directors	8
28	Retention of Original parties in renewal of Bills	,,
29	Register of Constituents	,,

SECTION IV.

PERIODICAL DOCUMENTS.

1 2	Periodical Documents to the Registrar of Companies in Mysore ..	8
3	Pay and Contingent Bills of the Bank	,,
4	Monthly Statements	,,
5	Quarterly Indent for Stationary	,,
	Agent authorized to incur an expense of 10 Rupees Monthly for emergent demands	9
6 7	Half yearly Report	,, ,,
8	Circulation of Copies of Porceedings to Share holders.. ..	,,
9 to 15	Agents Annual Reports and Statements &c. of the Bank ..	,,

APPENDIX.

FORMS

Nos.		Pages.
1	Agent's Power of Attorney	10 & 11
2	List of Books kept in the Bank	12
3	List of Printed Forms and Cheque Books in use with the Bank.	13
4	Rules and Rates of the business in the Bank.	14
5	Memo of Agent's Submitting Pro Notes for Sanction of the Directors	15
6	Memo of Agent's Submitting Applications Received for Loans ..	16
7	Form of Letter addressed to Directors by the President.	17
8	Valution Certificate of Landed Property.	18
9	Pay Bill of Establishment.	19
10	Contingent Bill	20
11	Indent for articles	21
12	Estimate	22
13	Monthly Abstract Statement of Receipts and Disbursemsnts to Directors	23
14	Monthly Register of Over due Pro Notes.	24
15	,, ,, of ,, Loans	25
16	Annual Statements of ,, Pro Notes	26
17	,, ,, of ,, Loans Account.	27
18	,, Statement of Cases pending in Court. on 31st December	28
19	General Annual Statement of Over due Pro Notes and Loan Accounts including those filed on 31st December ..	29
20	Annual Return of Printed Forms and Books:..	30
21	,, ,, of Furniture	31
22	Forms of Pro Notes and Bills of Exchange	32
23	Forms of Pro Notes and Loan Bonds &c,, ...	33
24	Index to Proceedings Book of Directors	34

Bangalore Bank Limited.

SECTION I.

PRELIMINARY.

1. The following Rules are drawn up specially for the guidance of the Agen and officials of the Bank.

Bank Regulations.

2. The general management of the Bank shall be based on the provisions of Act X of 1866, and the Code of Regulations passed by the Proprietors of the Bank in 1873.

Agent's Power of Attorney.

3. The power of Attorney signed by five Directors and granted, in 1866, to the Agent will stand good for general management; but in no case other than current, shall he proceed without previous permission of the Directors, *i. e.* he shall not exceed the limits within which he is authorized to deal in monetary transactions. A copy of the Powerof Attorney is appended.

Agents Security.

4. The Agent shall furnish a tangible security of Rupees 5,000, and two personal securities, subject to the Board's approval, for 5,000 Rupees each.

Agent's responsibility.

5. The Agent shall have the general Supervision of the Bank books and accounts, and shall be responsible to the Directors for the proper entries of all Receipts and Disbursements, whether on account of monies received on current accounts, fixed Deposits, Cash Credits, Loans, Bills, Pro Notes or any other accounts whatsoever, whether initialled by him or not.

Establishment.

6. The following Establishment is sanctioned for the Bank duties on conditions specified.

No.	RANK.	Monthly Pay.			Amount of Security required for their appointments.	REMARKS.
1	Agent	250	0	0	Vide para 4 of the Rules.	
1	Head Accountant	100	0	0		Vide resolution date 8th March 1873.
2	Deputy Accountant	50	0	0		Do
						Do
1	Cashkeeper	55	0	0		Do
2	Sheroff	15	0	0		Vide resolution of 27th May 1873.
1	Head Clerk	27	0	0		
2	Second do	25	0	0		
3	Third do	22	0	0		
						Ditto
1	Duffadar	12	0	0		
2	Peon	7	8	0		
3	Do	7	8	0		
4	Do	6	8	0		
5	Do	6	8	0		
6	Do	6	8	0		

7. No official or servant of the Bank is to be entertained or removed without the sanction of the Directors.

Appointments removals &c.

8. The Agent is to frame such rules as he may consider necessary for the guidance of Subordinates and servants under his orders for the correct and efficient performance of their respective duties

Rules for Subordinates.

9. The Agent will see that the current or periodical work of the Accountant's and Clerk's &c., under his orders does not run in arrears.

Arrears of Work.

10. The following is the list of Public Holidays sanctioned by the Directors.

Authorized Holidays.

General Holidays.

	No. of days.
Good Friday and Saturday	2
Queen's Birth day	1
Christmas day	1
New Year's day	1
Total..	5

Hindu Holidays.

Pongal	1
Hindu New Year's day	1
Ganesa	1
Last day of Dasara	1
Dipavalle	1
Total..	5

11. The officials and servants of the Bank should be strictly cautioned not to speak of or mention the private accounts or transactions of any constituent of the Bank, to others.

Preservation of secrecy

12. Any official detected or accused of bribery or any other dishonesty whatsoever, must be brought to the notice of the Directors by the Agent without delay.

Dishonesty of servants.

13. All communications addressed by the Agent to the Directors are to be in form of a letters leaving a quarter margin for the remarks of the Directors the paragraphs being numbered.

Form of Letter to the Directors.

14. The Agent and Officials of the Bank should bind themselves by a solemn declaration for the faithful discharge of the duties entrusted to them, and preserve with strictest secrecy, the affairs of the Bank.

Solemn Declaration.

15. The Head Accountant, Cash keeper and Deputy Accountant are required to furnish a bond promising to give three month's previous notice, in the event of their wishing to resign their respective appointments, and the rest to give one month's notice.

Previous notice of intention to resign.

16. All securities furnished by the Officials of the Bank [under Rule 78 of the Bank Regulations] should be committed to the custody of three Directors [one European and two Natives], including the President, as Trustees.

Custody of the Security of the Bank Officials.

RULES FOR THE GUIDANCE OF THE ACCOUNTANT OF THE BANGALORE BANK LIMITED.

a. The Accountant is responsible for the fair and correct performance of all his duties, especially the following :—

b. That the Ledger and all other Books under his management are correctly kept up to date. All vouchers and documents placed in his charge are initialled and passed to the cash keeper, who will at the close of the day transfer them to the Agent.

c. That his signature is affixed to all cheques with the words "Amount available."

d. That if any constituent of the Bank over draw his current or cash credit account, the Accountant should make a remark to that effect on the back of the cheque and return the same.

e. All drafts on England, Calcutta, Madras, Bombay or other places are to be signed by him in proof of the same being duly entered in the Ledger.

RULES FOR THE GUIDANCE OF THE CASH KEEPER OF THE BANGALORE BANK LIMITED.

a. The Cash keeper is responsible for the correct and fair performance of all his duties, especially the following :—

b. The Cash keeper shall not draw from the Agent more than Rupees 5,000 at a time and without immediately passing his receipt for the amount received.

c. An account of all disbursements of cash is to be rendered in writing to the Agent before a further sum of money is drawn.

d. An account of money received must also be rendered to the Agent of the Bank daily, and the cash so received deposited at the closing of Bank in the cash chest, taking a receipt from the Agent for the amount.

e. All drafts on England, Calcutta, Madras, Bombay or other places must be signed by the cash keeper in acknowledgment of the full amount of the draft having been received by him, and if an equivalent in cash or otherwise, is not received he must refuse to sign such draft.

f. The cash keeper shall see that all documents passed to him by the Accountant bear his initials and, at the close of each day, deliver all vouchers to the Agent for safe custody.

Leave of absence to Subordinates.

19. The Agent is authorized to grant leave of absence to his subordinates and servants of the Bank for a period not exceeding 15 days, provided that necessary and satisfactory arrangements are made for the performance of the applicants duties during their absence. When leave of absence above 15 days is asked, the sanction of the President of the Bank is to be obtained on the same condition as above specified.

Loans to Bank Servants.

20. No servant of the Bank should be allowed to draw money except on tangible Security.

Disqualification of Bank Officials

21. No officials of the Bank shall be employed in any mercantile Firm, Business or other Bank, on pain of dismissal if known to be so.

Bank Solicitor.

22. A solicitor will be appointed by the Directors, for the Bank; the Agent is to consult him when required and ask him to sue or defend all important and intricates cases when the professional intelligence of a lawyer

is necessary, and in other cases the Agent himself should appear in all the courts to sue and defend cases, the Head Clerk of the Bank is to aid him in all such duties.

SECTION II.

GENERAL RULES.

Meeting of Directors

1. The Directors of the Bank will meet on the 1st and 3rd Saturday of each month at 4—30 P. M. for the despatch of business. A notice signed by the Agent "By order" should be circulated the day previous reminding the Directors of the appointed day.

Quorum of Directors.

2. Referring to para 67 of the Bank Regulations, the Directors decide that the presence of not less than four Directors shall be necessary to form a quorum for the transaction of business in the proportion of one European and three Natives or two of each.

The Agent will not act up to any resolutions passed by the Directors if contrary to the above rule.

Examination of Accounts or cash chest by Directors.

3. Any two Directors may at any time call for and examine any account of the Bank or cash chest.

Attendance of an Accountant at every meeting of Directors.

4. An accountant or clerk by turns should be in attendance at every meeting of the Directors together with a peon.

Arrangements and addresses of Directors and President.

5. In circulating Official papers to Directors, the Presidents, name should appear at the head and the others in the order of election.

Loan to Military Officers.

6. Owing to the uncertainty of the movements of Military Officers, no loan should be granted to any Officer except on the mortgage of landed property in Bangalore or Government Securities, or on the responsibility of an approved permanent resident of Bangalore.

Cheques.

7. All cheques drawn by the Bank on Madras, Bombay, Calcutta, England or other places will be signed by the Accountant, and Cash keeper as well as by the Agent, and that notice of the resolutions be given to the several Banks.

Share certificates

8. All share certificates issued for the future should be signed by the Agent, Accountant and Cashier and finally submitted for the Directors signature agreably to para 3 of the Bank rules.

Advertisements in Local papers.

9. All notices and advertisements regarding the affairs of the Bank requiring publication in Local papers or in the official gazette require the sanction of the Directors such documents to be signed by the Agent by order of Board of Directors.

Articles indented for from England.

10. If any articles are required from England for the use of the Bank, the Agent in the first instance should submit an indent for the sanction of the Directors; the approximate value of such articles being given in the remark column of the indent.

Auctioneer.

11. The Agent is not empowered to authorize any auctioneer to sell any moveable or immoveable property acquired by the Bank on account of Bank debt without the special sanction of the Directors.

Notice of dates of sale of Property

12 Notice of dates of sale of properties with full particulars is to be circulated for the information of Directors three days previous to the date of such sale.

Notice of sale of property through a Government Nazer.

13. The above course is to be adopted also when the sale of any property ordered by the Court through a Government Nazer takes place.

Modifications &c. of the rules, to be corrected in the Book in red ink.

14. If any paras or parts thereof of these rules are modified or corrected or amended by special resolution of the Directors, the Agent will cause then and there such corrections and amendments to be made in the Book in red ink, giving the date of the Resolution of Directors in the margin.

15. These rules are to be written on alternative pages so as to leave a sufficient space for inserting aditional paras.

Records.

16. The records of the Bank are to be carefully preserved, neatly arranged, labelled and and kept in Almirahs under lock and key.

Index.

17. All Books are to be duly paged and indexed alphabatically arranging names of individuals and subjects.

Loan to Auditors.

18. No loan is to be granted to the Auditors either in the way of Discounting Pro Notes or loan on the Mortgage of any property during their incumbency of such Offices. If they are indebted to the Bank at the time of their election it is the duty of the Agent to bring the same to the notice of Directors on the following day of their election by a letter on the subject.

SECTION III.

Rules and rates of business.

1. The rules and rates of business as observed in the Bank should be printed, published and a copy suspended in a conspicuous place of the Bank House, any alterations that may be subsequently made by resolutions of the Directors should likewise be promulgated for general information Vide Form No. in the Appendix.

Business of the Bank.

2. The Bank shall not be engaged in any kind of transactions other than those specified in paras 72 to 76 of the Bank rules. Any breach of the above should immediately be reported and remedied.

Accounts of the Bank.

3. The Agent shall cause true accounts to be kept agreeably to paras 86 to 90 of the Bank Rules.

Agents Limit of the Power.

4. The Agent has a discretionary power to discount all Bills and grant loans up to Rupees 1,000 but shall not have power to pass any Bill exceeding that sum or compound any debt without the sanction of the Directors, nor make a second advance to the same party or parties at the same time.

5. No Pro Note or loan of above 1,000 Rupees to 5,000 should be granted unless passed by 4 Directors unanimously and if above 5,000 by 5 or more Directors in the proportion of three Native and two European Directors.

6. The interest on all over due Pro Notes and Loans will be charged one per cent in excess of the current rates from the date of their falling over due. The usual notice regarding the over due Pro Notes and loans is to be given to parties three days before that date.

Additional Interest on overdue loans and Pro Notes.

7. It is the duty of the despatching clerk to enquire whether the notices have been duly delivered to, and the despatch Book bear the initials of the parties, and if not, to take immediate steps to trace out as to the disposal of the notices or such non delivery.

Delivery of Notices to Parties.

8. The parties of all the over due Pro Notes who have received repeated notices to satisfy the demands against them should be sued at once the same course being adopted in the case of over due loans also.

Measures to recover over due Pro Notes and Loans.

9. The Agent will not in future as a Rule discount a Pro Note for any individual whose name may be attached on over due Bills or Pro Notes for more than three months, but the Agent can refer the case, if they are monied men, for the sanction of the Directors.

10. The Agent is also empowered to renew for the first time any Bills within his limit paying up the interest only, but no Pro Note should be subsequently renewed unless 20 per cent on the Principal and interest due thereon, and a further interest for the period for which the Bills is renewed is prepaid.

Renewal of Bills and Pro Notes.

11. Loans on sufficient Securities on Government Pro Notes and in Gold and Silver to the extent of Rs. 20,000 may be granted at the discretion of the Agent minus 25 per cent of the estimated value.

Loans on Deposit of Government Pro Notes Gold and Silver Jewels.

12. Form of valuation, Certificate of Landed property or Gold and Silver Jewels, &c.

Form of Valuation Certificate.

We do hereby certify on honor that the valuation of the property within mentioned is arrived at according to the best of our judgment and belief after the most careful examination of the property.

1. Name and occupation of the Applicant.
2. Description of Property to be mortgaged.
3. Amount applied for.
4. Estimated value.
5. Opinion of the Estimators.
6. Remarks.

13. The valuation of Gold and Silver Jewels rests with the cashier whose Certificate should be obtained and attached to the Bond for reference.

14. The valuation of Landed property, goods &c., for the loans applied, for above 1,000 Rupees rests with three Directors [one European and two Natives] appointed by the Board and those under that umount with the Agent, who however will be aided in such instances by the Head or Deputy Accountant of the Bank.

Valuation of landed property, and goods.

15. The Agent will however examine the title deeds and satisfy himself as to their genuineness and attach a Certificate to that effect to the Bonds. On no account should the advance made on such property exceed two thirds of the said value.

Examination of Title deeds of Landed property by the Agent.

16. The Directors who inspect and value the property should forward a Certificate written agreeably to the prescribed *Form* to the Bank, which should be circulated to the other Directors for Sanction.

Valuation Certificate of Landed property by the Directors.

17. Applications for loans above 1,000 Rs. on landed property situated within the municipal limits of Bangalore are to be circulated to the Directors for their sanction.

18. The party requiring a loan on the security of landed property shall supply a conveyance at his own expense, and accompany or depute some one to follow the Directors to point it out. The cost of conveyance shall be borne by the applicant whether the loan is passed or not.

Conveyance for inspection of landed property by the Directors.

19. On the expiration of the time allowed in mortgage bonds three months time may be allowed either for the full payment or renewal of the same as the Directors may determine. In default of which the securities whether landed property, Government securities, jewels or otherwise, shall be disposed of by private or public sale and the proceeds credited to the settlement of the Bond, any deficiency being made good by the parties to the Bond or any excess returned to them.

Time allowed for disposal of property mortgaged.

20. The Bond executed in such cases should contain the conditions above specified.

Terms of the Bonds.

21. In future no futher cash credit shall be granted, but that all advances on landed property may be in the shape of loans, all old cash credits being called in gradually no future loan is to exceed one year. Interest is to be paid quarterly. No broken periods of a month are to be allowed. In the event of the interest not being paid quarterly the same are to be sued for.

Cash Credits to be discontinued.

22. Foreign Bills of Exchange are on no account to be negotiated with, unless bearing the endorsement of an accepted resident in Bangalore.

Foreign Bills of Exchange.

23. Two thirds of the amounts of current deposits should always be kept in the Bank cash Chest in coin and Government papers &c. which are readily convertible.

Amount of deposit on hand.

24. The Forms, Bonds, and Pro Notes now in use with the Bank are given in the Appendix. The Agent is hereby Authorized to alter these Forms, consulting with the Bank Solicitor if necessary, to suit individual cases, but in every case the documents are to be strictly drawn up binding on the parties both legally, and on the principles of Banking system.

Forms of Bonds.

25. In circulating the Memo accompanying the Application for loa ns and Pro Notes for above 1,000 Rupees to be discounted in the Bank for Sanction of the Directors, the Agent should furnish the following information.

Full information to be given in the Memo of the Agent accompanying Applications for Loans and Pro Notes above 1,000 Rs.

[*a.*] Liabilities of the party or parties.
[*b.*] Respectability and punctuality in paying the Bank dues by do. do.
[*c.*] Previous tranctions with the Bank.
[*d.*] His opinion whether the loan applied for can be granted or not.

26 The Memo conveying the Sanction of the Directors for discounting Pro Note and granting loans above 1,000 Rupees are to be file with those documents to which they relate till they ar finally settled and the Bonds taken back by the parties cor cerned, whereupon these Memos are to be filed in paste board cover with word "Finally Settled" written across.

Filing of Memos conveying Sanction of Directors.

27. If the documents are renewed, even then these Memos should be attacl ed to the new documents till they are fully and finally settled.

28. In renewing the Bills it is very desirable as a rule, to have the Signatur of the Original Endorsers, Acceptors or Drawers of Bil retained unless the Agent is of opinion that any one their number need be replaced for the better protectic of the interest of the Bank, in which case it is to be reported to the Directors for the information.

Retention of Original parties in renewal of Bills.

29 It is very desirable that the Agent should have a Register of all the co stituents of the Bank, gathering information from the r cords of the Bank, as well as from private sources, whic will guide him in a measure independently to discharge the onerous and responsib duties of a Bank Agent.

Register of Constituents.

The columns of the Register are given below.

1. No. of Register
2. Names of Individuals.
3. Occupation.
4. Character.
5. Man of property and to what extent.
6. Dealings with the Bank.
7. Remarks.

This Register to be corrected Quarterly.

SECTION IV.

PERIODICAL DOCUMENTS.

1. Provisions of Act X of 1866 should be strictly attended to in duly submitting the periodical documents specified therein for registration by the Registrar of Companies.

Periodical Documents to the Registrar of Companies in Mysore.

2. It shall be the Agent's duty to bring at once to the notice of the Direc- tors, any errors or omissions which may have occurred in the Proceedings of General and Special Meetings of the Proprietors &c. and have them duly corrected or supplied.

3. On the 1st day of every month a pay Bill of the Establishment and Contingent Bill of expenses incurred in the previous month should be prepared [Vide Form Nos. in the Appendix] and submitted to the President for sanction before the amount can be disbursed; an Anna receipt stamp being taken from those who draw above 20 Rs. and affixed against their names in the Acquittance Book.

Pay and Contingent Bills of the Bank.

4. Monthly statement of Receipts and Disbursements &c. and statements of over due Loans and Pro Notes should be laid before the Directors in a Book kept for the purpose Vide Forms No. in the Appendix, and at the first meeting all Bonds and Pro Notes now in the Bank should be produced before the Directors for examination and at subsequent monthly meetings the Bonds and Pro Notes executed during the previous month only.

Monthly Statements.

5. The Agent will lay before the Directors a Quarterly Indent for stationery and sundry articles &c. that are likely to be required during the ensuing quarter for their sanction, this Indent to be attached to the Contingent Bill as voucher together with other Vouchers of the merchants to whom money has been paid.

The Agent is however authorized to incur an expense of 10 Rs. monthly on his own responsibility to meet emergent demands.

Half-yearly Report.

6. The Agent will submit a brief Report half yearly on the working of the Bank together with a copy of the Balance sheet, for the information of the Directors.

7. The Agent shall furnish the Auditors with a balance sheet and a list of all Books kept by the Bank at their half-yearly examination, and shall allow them to have access to all Books, documents &c which they may desire to inspect agreeably to Rules of the Bank and Act X of 1866.

Circulation of Copies of Proceedings to Shareholders.

8. Copies of Proceedings of General, Extraordinary and Special Meetings of the proprietors are to be printed and circulated to the Shareholders within seven days from the date of assembly of meetings.

Agents Annual Reports and Statements &c. of the. Bank.

9. The Agent will prepare and submit to the Directors Annually within the first week of January, the following Reports and Statements on the affairs of the Bank..

10. The report on the general working of the Bank should embrace the following particulars:—

1. General observations on the working of the Bank; Demand for money; Progress of trade. &c in the Province of Mysore, more particularly in the Town and Cantonment of Bangalore

2. Current Deposits.
3. Fixed Deposits.
4. Unclaimed Dividends.
5. Paid up Capital.
6. Reserved Fund.
7. Net profits for the year ending 31st December.
8. Cash credits on Deposits of Securities.
9. Loans of do.
10. Government and Mercantile Bills discounted.

11. Landed property in possession of the Bank. Value and the amount realized therefrom and the amount expended in repairing them during the year.

12. Dividend.
Profit and Loss during the year.

13. A comparative statement showing the workings of the Bank of the two previous years to be attached to the Report. This is to be rendered in the form of Balance sheet now in use with the Bank and which may be modified if required.

14. The report to be written in half margin in order that the other half may be reserved for the remarks of the Directors.

15. Any suggestions the Agent may have to make on the working of the Bank to be also commented upon here.

APPENDIX.

Form No. 1.

To all to whom these Presents shall come, the Bangalore Bank [Limited] send Greeting:—

Whereas the said Bank * * * appointed of Bangalore in the East Indies to be the Agent and Manager of the said Bank at Bangalore and the said * * * is now Acting as the Agent and Manager of such Bank and whereas the said Bank are desirous of appointing the said * * * their attorney and Agent at Bangalore afore said for all and singular the purposes herein after mentioned. Now therefore these presents, witness that the said Bank of Bangalore do by these Presents make, ordain, nominate, constitute, and appoint the said * * * to be and to act as the true and lawful attorney and Agent of the said Bank at Bangalore aforesaid, for the said Bank, and in the name and on behalf of the said Bank, to ask, demand, and bring to an account and reckoning, and sue for, recover and receive of and from all and every person and persons whomsoever, whom it doth, shall, or may concern all and every sum and sums of money, debts, and dues whatsoever, and of what nature, kind or description so ever now due owing, payable or belonging, or which shall or may at any time or times hereafter become due owing payable or belonging to the said Bank, either solely or jointly with another or others by any ways or means howsoever, nothing excepted or reserved; and also for the said Bank and in their name to settle and adjust, all and all manner of account and accounts wherein the said Bank may be in any manner interested or concerned; and to pay or receive the Balance on such account or accounts as the case shall happen to be, and upon, receipt of any sum or sums of money, or upon the receipt by or delivery to their said attorney, or on his obtaining possession of any Goods, Chattels effects and things whatsoever owing deliverable or belonging to the said Bank as aforesaid for the said Bank and in the name or in the name of their said attorney, to sign, make and give, seal, deliver and execute such receipts releases acquittances or discharges as their said attorney shall be advised or think fit and also for the said Bank and in their name to appear, and the said Bank to represent in any Court or Courts before any Judge or Judges, Justices and other officers for administering Laws or Equity whatsoever as by their said Attorney shall be thought advisable or proper in their Premises; and also to nominate and appoint Attornies, Solicitors, Proctors and Vakeels and other proper persons, and to give and sign any Warrants to prosecute and defend in the several Premises aforesaid as occasion may require and to sue arrest attach distrain seize sequestor imprison and condemn and out of prison again, to release acquit and discharge all persons whomsoever who shall or may be indebted to the said Bank either solely or jointly with another or others or on whom the said Bank either solely or jointly with another or others now have or may or can at any time or times hereafter have any lawful claim or demand; and also to compound or compromise with any person or persons for, or in respect of any debt or debts sum or sums of money effects and things whatsoever which now is or are or shall at any time or times hereafter become due owing payable or belonging to the said Bank either solely or jointly with another or others; and likewise to submit to arbitration conclude and agree to all such matters dealings and transactions as their said attorney shall think most for the advantage of the said Bank either

Appoint.

To Demand.

To settle accounts.

To pay or receive Balances.

To sign Receipts.

To appear in any Courts, &c.

To sign Warrants of Attorney.

To sue and to release.

To compound.

To sumbit to arbitration.

solely or jointly with another or others; and for the said Bank and in their name either solely or jointly with another or others to enter into make and execute such bonds of arbitration releases and their discharges as shall be thought needful and necessary by said attorney and in their name place and stead either solely or jointly with another or others or in the name of the said * * * as such attorney as aforesaid to accept and take securities for any debts monies or effects now due owing or belonging or which shall hereafter become due owing or belonging to the said Bank either solely or jointly with another or others from any person or persons whomsoever indebted or accountable or to become indebted or accountable to the said Bank either solely or jointly with another or others; and solely for the said Bank and in their name to endorse any bill of exchange, Order, Hoondy, Cheque, Acceptance or Promissory Note or any Bill of Lading or any Promissory Note or other Security of the late East India Company or Her Majesty's Government of India or any other Security or Securities in which the said Bank are now or may be entitled or which now does or may hereafter stand in their name or be payable to them either solely or jointly with another or others or to which their endorsement or signature may be necessary or required; and generally for the said Bank and in their name and on their behalf to manage conduct and carry on the said business of the said Bank aforesaid and to act do manage and transact all and every such matters and things in or about the premises in as full and ample a manner as the said Bank could do if they had done the same. Provided always and it is hereby expressly declared that the powers hereby conferred upon the said * * * shall be held to extend only to the business carried on by the said Bank at their said Bank at Bangalore aforesaid and to all other the transactions and affairs of the said Bank of Bangalore aforesaid; and the Bank do hereby agree to ratify and confirm all and whatsoever the said * * * shall lawfully do or cause to be done in and about the premises and in case of the absence of the said * * * from Bangalore aforesaid or of his inability on account of illness or otherwise or refused to execute and do such deeds matters and things or any of them as are herein before mentioned or in the case the said * * * shall die then the said Bank of Bangalore do hereby appoint the Accountant for the time being of the said Bank at Bangalore aforesaid or such other person as the Board of Directors for the time being of the said Bank may deem fit to appoint to act as their attorney in the stead of the said * * * as the case require either from time to time during such absence or may so long and so far as such inability or refusal shall continue or extend or in case of such death of the said * * * then until all the Powers hereby given shall be determined in like manner as if the name of such Accountant or such person as the Board of Directors for the time being of the said Bank of Bangalore aforesaid may appoint were thenceforth inserted in these presents instead of the name of the said * * * * so being absent or becoming unable or dying as aforesaid.

To execute Bonds of arbitration.

To take securities.

To endorse Bills.

And generally.

Promise restricting the extent of Power.

Ratifying.

Appoint.

In Witness whereof the common Seal of the said Bank of Bangalore hath hereunto been affixed in the presence of Mr. Richard James, Mr. Joseph Lacey, Mr. T. Sabapathy Moodeliar, Mr. V. Sabapathy Moodeliar, and Mr. Govindoo Chettyar five of the Directors for the time being of the said Bank the eight day of October one thousand eight hundred and sixty-six.

The common seal of the above named Bank of Bangalore was hereunto affixed in the presence of.

(Signed) RICHARD JAMES.
„ JOSEPH LACEY.
„ T. SABAPATHY MOODLIAR.
„ V. SABAPATHY MOODLIAR.
„ V. GOVINDOO CHETTY.

"Copy."

Form No. 2

List of Books kept in the Bangalore Bank "Limited"

No.	Description of Books.	Remarks.
1	General Ledger.	
2	Shareholders Ledger.	
3	Current Account Do	
4	Share Certificate Book	
5	Stock Ledger.	
6	Dividend Payment Book.	
7	Bill book Madras.	
8	Do. Bombay.	
9	Do. Calcutta.	
10	Do. London.	
11	Draft book Do	
12	Daily Abstract Book.	
13	Current Account balance Book.	
14	Cash Credit.	
15	Loan Ledger.	
16	Fixed Deposit Do	
17	Statement Book.	
18	Suspense Account Ledger.	
19	Pro: note Register.	
20	Day Book.	
21	Cheque Register Book	
22	Pro: note Bill Book.	
23	Bills for Collection.	
24	Pro: note discount Ledger.	
25	Letts Diary	
26	Loan Register.	
27	Cash Credit Register	
28	Law Charges.	
29	Cash Charges Book.	
30	Pay Abstract Book	
31	Letter Book	
32	Rough statement Book	
33	Agents Receipt Book	
34	Overdue Bill Book	
35	Power of Attorney Register Book.	
36	Share holders Register Book.	
37	Signature Register Book.	
38	Register of Documents in safe custody	
39	Court fees Book.	
40	Directors Proceedings.	
41	Peons delivery Books.	
42	Receipt Book.	
43	Vernacular Cash Book.	
44	Post Books.	
45	Anchay Book.	

Form No. 3

List of Printed Forms and Cheque Books in use with the Bank.

No.	Description of Forms &c,	Remarks.
1	Oriental Bank Debit Slip	
2	Do Credit do	
3	Bill discount do	
4	Loan Debit do	
5	Paid in do	
6	Memo do	
7	Fixed Deposit Receipt	
8	Oriental Bank Cheque Madras	
9	Do Bombay	
10	Do Calcutta	
11	Do London	
12	Advice letters loan Account	
13	Do cash credit Account	
14	Do Current Account	
15	Dividend Warrant	
16	Current Account Pass Book	
17	Pro: note usual notice	
18	Do dishonor notice	
19	Script Receipt	
20	Slips pro: note &c.	
21	Memo for Directors Approval	
22	Share Certificate	
23	Debit Slip	
24	Receipts	
25	Cash in hand slip	

Form No. 4

Bangalore Bank Limited.

Openeed 1st October 1860.

Hours of Business from 11 A. M. till 4 P. M. daily (Sundays and Holidays excepted.)

RULES.

ACCOUNTS CURRENT.

1. No account opened for a less sum than 200 Rupees.
2. The Bank makes no charge but allows interst @ 2 ℘ cent and on Balances of 1000 Rupees or upward.
3. No Account allowed to be overdrawn.
4. Government Bills, Drafts, Cheques and Hoondies payable in Bangalore are sent for acceptance and realized to credit of account at *par*

DEPOSIT.

Interest is allowed on Fixed Deposits for amounts not less than Rupees 500 at the following rates, Viz :—

On Deposit	Receipts	repayable at	4	Months Notice	per cent.
,,	Do	Do	5	,,	,, ,,
,,	Do	Do	6	,,	,, ,,
,,	Do	Do	12	,,	,, ,,

LOANS.

On Deposit of Government Paper or other Convertible Securities.
Loans payable at or within 12 months at ,,
No Credit or Loans to be for more than 12 months, unless by special agreement.
The Bank furnishes Pass Books and Cheque Books free of charge.

BILLS.

Discount on approval Local Bills (3 months date) per annum at 12 per cent.
,, on orders payable at Madras, drawn on demand ¼ per cent
The Bank is prepared to Cash and grant orders on Madras, Bombay, Calcutta and London.
The Bank undertakes to recover orders payable at Bangalore, to draw the pay of Civil and Military Officers at a Commission of ¼ per cent
Bills on Provincial Treasuries procured at a commission of ½ per cent

BANGALORE BANK LIMITED,
BANGALORE.
187 .

"By Order"

Agent.

N. B. The Bank reserves to itself the right of paying off any Deposit or of modifying its terms by giving one Months Notice.

Form No. 5

BANGALORE BANK "LIMITED".

187

MEMO.

Submits for the sanction of the Directors the accompanying Promissary Note dated sent for discount by for Rupees

Particulars.	Names.	Liabilities of	Opinion of the Agent.	Remarks of the President.
Drawer	Mr. Ellard			
On whom Drawn	„ Ellard			
Payable to	„ Jones			
Endorser	„ Jones			
Currency	3 Months			

Agent B. B. Lt.

To Messrs.

Remarks of the Directors.	Initials.

1

2

3

4

5

6

7

Form No. 6

BANGALORE BANK LIMITED.

MEMO. BANGALORE, 187

Submits for the sanction of the Directors the accompanying application dated from for Loan on the Mortgage of the undermentioned property for Rs.

Occupation.	Name.	Description of property.	Valuation of the property by the owner			Amount applied for			Currency.	Opinion and remarks of the Agent.
	Ramasawmy and Veerasawmy.	House situated in Old Market Street No. 40.	2,000	0	0	1,400	0	0	6 M.	

Agent B. B. "Ld."

No.	Names.	Orders.	Initials.
1			
2		Vide valuation certificate of these Directors attached.	
3			
4		Passed.	
5		Passed.	
6		Security is insufficient.	
7		Passed.	

Form No. 7

From

The President.

Bangalore Bank Limited.

To

Messrs.....

.....

.....

Directors of the Bank.

Gentlemen

You are hereby requested to value and report upon the property referred to in the accompanying memo of the Agent at you earliest convenience as per annexed form.

BANGALORE

President,

Bangalore Bank Limited.

1873

We do hereby certify on honor that the valuation of the property within mentioned is arrived at, according to the best of our judgment and belief after the most careful examination of the property.

Occupation	Names.	Description of Property to be mortgaged	Amount Applied for	Estimated. value	Opinion of the Estimators.	Remarks.

Bangalore.

} Directors.

Form No. 8.

18

Form No. 9

THE PRESIDENT BANGALORE BANK 'LIMITED.' *Dr.*

To

Amount of pay of office establishment of the Bangalore Bank 'Limited' for the month of 187.

No.	Bank	Names.	Amount. Rs.	As.	P.	Deduction on account of Fine, &c. Rs.	A.	P.	Net Amount. Rs.	As.	P.	Remarks.
		Total..										
		Contingent expenses incurred during the past month as per estimate and detail Bill with vouchers attached.										
		Grand Total..										

BANGALORE BANK "LD."

BANGALORE 1ST 187 .

Passed

Received the Amount viz Rupees.

President. *Agent.*

1st, 187 *B. B. "Ld,"* *B. B. "Ld."*

Form No. 10

CONTINGENT BILL.

The President Bangalore Bank Limited *Dr.*

To Amount of Contingent expenses incurred in the Bangalore Bank "Limited" during the Month of 187 . as per Indent sanctioned by the President is attached with vouchers.

Quantity No.	Description of Articles.	Rate.	Amount. Rs.	A.	P.	Total of each head, Rs.	A.	P.	Remarks.
		Total.							

BANGALORE BANK "LD."

BANGALORE 1ST. 187 . Passed

Received the Amount viz Rupees.

President. *Agent.*

1st. 187 . *B. B. "Ld."* *B. B. "Ld".*

Form No. 11

BANGALORE BANK 'LIMITED.

Indent for the undermentioned articles &c. required for the use of the Office of the Bangalore Bank "Limited".

Bangalore 187

Description of Articles &c.	Remained on the.	Received in.	Total.	Expended during.	Remainig on.	Now required.	Remarks.

I hereby Certify that the articles above specified are indispensably necessary for the use of the Bank according to the best of my Judgment and belief after the most careful examination.

SANCTIONED

President.

1st. 187 . *B. B. "Ld."* *Agent. B. B. "Ld."*

Form No. 12

Estimate

For making alterations to the Bank Premises & reparing and white washing &c.

Quantity. No.	Working materails.	Rate.			per	Amount.			Total Amount of each head		
		Rs.	As.	P.		Rs.	A.	P.	Rs.	A.	P.
	Total..										

Bangalore Bank "Limited."

Bangalore 1st 187 .

Agent. B. B. Ld.

Abstract of Receipts and Disbursements of the Bangalore Bank Ld. for the month of 187

RECEIPTS.	Rs.	As.	P.	Rs.	A.	P.
1. To balance on hand on 31st of May 1873.						
2. Amount received during the month on loans on the mortgage of landed property						
3. Do do on other loans						
4. Do do on Bills and Pro Notes ..						
5. Do on renewal of do						
6. Interest realized on Loan account.. ..						
7. Do do on Bills and Pro Notes..						
8. Commission realized on discounting cheques, pay Bills &c.						
9. Exchange or Premium realized on granting cheques &c. &c.						
10. Rent of Premises or other buildings.. ..						
11. Amount received during the month on account of current deposits. ..						
12. Do do Fixed deposits. ..						
13. Do do Capital						
14. Sundries Receipts not above enumerated ..						
Total of Receipts..						

DISBURSEMENTS.	Rs.	A.	P.	Rs.	A.	P.
1. By amount advanced on loans on the security of landed property..						
2. Do do on other loans						
3. Do on Bills and Pro Notes						
4. Do paid on current deposits						
5. Do do on Fixed do						
6. Do do on account of Dividends ..						
7. Do do as salary to the officers and Establishment of the Bank ..						
8. Do do towards law charges, Court fees, Lawyers fees						
9. Do do on account of contingent expenses						
10. Sundry disbursements not above enumerated						
Total of Disbursements						
Balance on hand as per particulars in Daily Abstract Book.						
Grand Total...						

BANGALORE BANK LIMITED,
BANGALORE, 1st 187 .

Agent, B. B. Limited.

Form No. 13

Monthly Register of overdue Pro Notes for 187 .

No.	No. on the Register or Books of the Bank.	Drawer.	Endorser.	Accepter.	When due.	Amount of Pro Note. Rs.	A.	P.	Interest up to 30th June 1873. Rs.	A.	P.	Total. Rs.	A.	P.	Rate of interest.	By whom passed the Bill.	Steps taken by the Agent to recover the amount with results.	Orders of the Directors.
					Total.													

BANGALORE BANK "LIMITED."

BANGALORE 1ST. JULY 1873 .

Agent. B. B. "Ld."

Form No. 14

Form. No. 15

Monthly Register of Over due Loans for June 187

No.	No. on the Register Book	Name or Names of Parties.	Description of property deposited or mortgaged.	Estimated value of the property.			When due.	Amount of the Bond.			Balance on the date of over due.			Interest up to 30th June 1873.			Total Amount			Rate of interest.	By whom passed.	Steps taken by the Agent to recover the amount with results.	Ordres of the Directors.
				Rs.	A.	P.		Rs.	A.	P.	Rs.	A.	P.	Rs.	A.	P.	Rs.	A.	P.				
			Total.																				

BANGALORE BANK "LIMITED."

BANGALORE 1ST. JULY 187 3.

Agent. B. B. "Ld."

ANNUAL Statement of Over due Pro Notes remaining on the 31st December 187 .

No.	No. on the Register or Books of the Bank.	Drawer.	Endorser.	Accepter.	When due.	Amount of Pro Note.			Interest up to 30th Decr. 187 .			Total.			Rate of interest.	By whom passed the Bill.	Steps taken by the Agent to recover the amount with results.
						Rs.	A.	P.	Rs.	A.	P.	Rs.	A.	P.			
					Total.												

BANGALORE BANK "LIMITED."

BANGALORE 1st. JANUARY 187 .

Agent. B. B. "Ld."

Form No. 16

ANNUAL Statement of Over due Loan account Remaining on the 31st December 187

No.	No. on the Register Book.	Name or names of Parties.	Description of property deposited Mortgaged.	Estimated value of the property.	When due.	Amount of the Bond.	Balance on the date of over due.	Interest up to 31st December 187 .	Total Amount.	Rate of Interest.	By whom passed.	Steps taken by Agent to recover the amount with results.
				Rs. A. P.		Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.			
			Total.									

BANGALORE BANK LIMITED,
BANGALORE, 1st JANUARY 187 .

Agent, B. B. Limited.

Form No. 17

Form No. 18

Statement of cases pending in Courts on the 31st December 187

No.	No. on the Register.	Name or Names of Parties.	Balance Amount of Bond or Pro Note. Rs.	A.	P.	Amount of interest from the date of over due to the date of suing in the court. Rs.	A.	P.	Total amount sued. Rs.	A.	P.	Amount of Court costs including Lawyers fee. Rs.	A.	P.	Original Amount of Bond or Pro Note. Rs.	A.	P.	When due.	Date of the File in the Court.	Name of the Court.	Remarks of the Agent.
		Pro Notes.																			
		Loan Accounts.																			

BANGALORE BANK "LD."
BANGALORE 1st 187

Agent. B. B. "Ld."

General Annual Statement of Over due Pro Notes and Loan Accounts including those Field in the Court and Decreed on the 31st December 187 .

No. of Pro Note.	Particulars.	Original amount of Pro Note or Bond.			Total amount including accumalated interest from the date of over due to the date of file in the Court.			Court fees.			Lawyers Fees.			Decreed in the Court.									Grand Total.			Remarks.
		Rs.	A.	P.	Rs.	A.	P.	Rs.	A.	P.	Rs.	A.	P.	Rs.	A.	P.	Rs.	A.	P.	Rs.	A.	P.	Rs.	A.	P.	
	Over due Pro Notes.																									
	Field																									
	Decreed																									
	Remaining																									
	Total...																									
	Over due Loan.																									
	Field																									
	Decreed																									
	Remaining																									
	Total...																									
	Grand Total...																									

BANGALORE BANK "LD."
BANGALORE 1st 187 .

Agent. B. B. "Ld."

Form No. 19

Form No. 20

BANGALORE BANK "LIMITED."

Annual Return of Printed Forms and Books attached to the Office of the Bangalore Bank "Limited."

Description of Forms &c.	Remained on the 1st January 187 .	Received during the Year 187 .	Total.	Expended.	Remaining on the 1st January 187 .	Remarks.

BANGALORE BANK "LIMITED."

BANGALORE 1ST. JANUARY, 187 .

Agent. B. B. "Ld."

Form No. 21

BANGALORE BANK 'LIMITED.'

Annual Return of Office Furniture attached to the Office of the Bangalore Bank "Limited" for 187 :

Description of Articles.	Remained on 1st January 187 .	Received during the Year 187 .	Total.	Decrease by condemnation or sale.	Remaining on the 1st January	Remarks.

BANGALORE BANK LIMITED,
BANGALORE, 1st JANUARY 187 .

Agent, B. B. Limited.

Form No. 22

Forms of Promissory Note and Bills of Exchange.

BANGALORE,

1*st January* 1874.

Three months after date I promise to pay to A. Rungasawmy Pillay or order at the Bangalore Bank "Limited" the sum of Rupees one thousand only for value received.

Rs. 1000—0—0.

BANGALORE,

1*st January* 1874.

Three months after date we jointly and severally promise to pay to A. Rungasawmy Pillay or order at the Bangalore Bank "Limited" the sum of Rupees one thousand only for value received.

Rs. 1000—0—0.

BANGALORE,

1*st January* 1874.

To

A. RUNGASAWMY PILLAY,

Cloth Merchant, Bangalore,

SIR,

At 90 days after date please pay to A. Rungiah Naidoo or order at the Bangalore Bank "Limited" the sum of Rupees one thousand only on account of,

Yours Obedient.

RAMASAWMY MOODALIAR.

Rs. 1000—0—0.

Form No. 23.

Forms of Loan Bonds &c.,

Discount Loan. for three Months Rs. 1000.

INTEREST TWELVE [12] per cent

Due 1st April 1874

No. 100.

BANGALORE BANK LIMITED

BANGALORE *1st January* 1874.

In consideration of the Bangalore Bank Limited having at the time of the execution of this agreement lent and advanced to me Gaudy Vencataroyloo Chetty the sum of Rupees one thousand upon the deposit and terms herein after mentioned, I hereby agree to pledge and deposit with, and to the said Bank a Grant of land with Building thereon situated in Clevelands Town in Bangalore No. 125 in the Register of the Municipal Board in the Cantonment of Bangalore.

Measuring	Boundary
On the North side 100 feet.	On the North Mr. Thomas' house.
„ South „ 100 „	„ South Mr. King's „
„ West „ 80 „	„ West Church street
„ East „ 80 „	„ East Mr. Riggs' house

as security for the same I hereby agree that in case I shall not at the expiration of three months from this date repay the said sum of Rupees one thousand to the said Bank [at the Bank] it shall be lawful for the said Bank [in whose discretion it shall be whether, and when, and how to sell] to sell the said forementioned Property; and out of the net proceeds of such sale to repay themselves the said sum of Rupees one Thousand, and also interest on such sum at the overdue rate or overdue rates, of the said Bank for the time being current from the expiration of the said period of three months until liquidation or payment in full of the said sum of Rupees one thousand and also any other money that may be claimable from me by the said Bank on any other account, and I further agree to pay the said Bank any deficiency there may be on such sale as aforesaid of either Principal or Interest of the said Loan at the rate or rates aforesaid and I also agree with the said Bank who are British subjects that if any dispute shall arise touching the subject matter of this contract the same may be tried by any Competent Court in Bangalore, as Witness my Hand this first day of January 1874.

Witness to the Signature

of the above named.

Loan for Rupees 1000.

BANGALORE *1st January* 1874.

In consideration of the Bangalore Bank Limited having at the time of the execution of this agreement, lent and advanced to V. Thimmiah the sum of Rupees one Thousand upon the deposit and terms herein-after mentioned I hereby agree with the said Bank to pledge and deposit with and to the said Bank my house and ground valued at Rupees 2000 the particulars of which Grant are annexed and in case I shall not at the

expiration of ten months from this date repay the said sum of Rupees one Thousand to the said Bank [at the Bank] together with interest thereon from this date at the rate of Twelve per cent per annum I authorize the said Bank [in whose discretion it shall be whether and when and how to sell] to sell the said Ground and house and out of the net proceeds to retain the said Principal sum and interest thereon at the said rate of Twelve per cent per annum for the said period of ten months or until liquidation or payment in full and any other money that may be claimable from me by the said Bank on any other account; and I further agree to pay the said Bank any deficiency there may be on such sale as aforesaid of either Principal or interest of the said Loan at the rate aforesaid and I also agree with the said Bank that if any dispute shall arise touching the subject matter of this contract, the same may be tried by the Deputy Commissioner or other Competent Court at the option of the Bank.

Witness my Hand this first day of January one thousand eight hundred and seventy three.

BANGALORE

1*st January* 1874.

Borrowed and received from the Agent Bangalore Bank Limited the sum of Rupees one hundred on the security of my house Grant. No 10 as particularized below which sum I promise to repay three months from this date for value received.

Witness.

Particulars.

Form No. 24.

Form of Index to Proceedings Book of Directors.

	Names of persons and Contents.	Page.
	1873.	
A	Application from Ramasawmy for Loan	4.
	Articles required from Europe	
B	Bertie & Co. Loan account Orders passed by the Directors	4-9-12-18.
C	Cash credit account of Veerasawmy	5-7-9-11-17.
	Current account interest	1-20-35.
	Contingent Expenses of the Bank	
D	Deposit account of Rungasawmy	8.
	Deposit rates of interest Fixed and Current ..	1-20-35.
E	English Cheques Granted by the Bank	36.
	Eagles loan account	18.
	Edwards Pro Note account	6.
	East Indian Company Pro Notes	4.
F	Fisher Colonel 18th N. I. regarding his Pro Note ..	29.
	Forgery case of Chinnia Butler	33.
G	Government Pro Notes Mortgaged to the Bank by Captain	36.
H	Henry J. Captain regarding Government Pro Note..	36.

	Names of persons and Contents.	Page.
	1783.	
I	Interest rates revised by the Directors	4-24-38.
	Index to the Directors Proceedings Book	
J	James E. Loan and Pro Note account regarding ..	16-27-33.
	Jewels Gold and Silver rates of interest	20-33.
	Do do valuation by Cashier ..	23-30.
K	King J. regarding the sale of his House	
L	Loan on the mortgage of Landed Property of Ramasawmy..	4.
	Landed property valuation by ..	
	Leave to Bank servants	
	Limit of the Agent in Lending Money	
M	Mooneesawmy Chetty Pro Note Account	
	Mooneesawmy Head Peon Pay increased	
	Mooneesawmy Clerk resigned..	
N	Narrinsawmy Moodliar applies for Loan	
O	Omichund Over due Pro Note	
	Over due interest on Pro Notes and Loans	
	Over due interest to be recoverd from Rungasawmy	
P	Ponnoosawmy Pillay Pro Note..	
Q	Questions regarding certain accounts put to the Agent	
	Quarterly Indent for Stationery	

	Names of Persons and Contents.	Page.
	1873.	
R	Ramasawmy's Loan account	
	Rates of interest of the Bank revised	
	Rules of the Bank Establishment revised . .	
S	Shunmooga Moodeliar Pro Note account .. .	
T	Transfer of shares of Rungasawmy to be withheld ..	
U		
V	Veerasawmy Moodeliar, Loan account	
W	William John	
X		
Y		
Z		